



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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## COMMUNICATIONS WITH DOCUMENTATION September 13, 2017

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

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# ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

FN 20 17-295

INTRODUCED BY: Mr. Jeffery Daniels, Jr.

2<sup>ND</sup> BY: All Members

**RE: RESOLUTION EXTENDING THE BOARD'S SYMPATHY TO THE FAMILY OF THE LATE RONALD C. MORELLE**

**WHEREAS,** In the death of Ronald C. Morelle on Sunday, August 6, 2017, the City of Utica, the Town of New Hartford and the County of Oneida have suffered the loss of a valued citizen and great friend who held the respect and esteem of the citizens of the entire County of Oneida and the members of this Board of Legislators; and

**WHEREAS,** Mr. Morelle was very involved in County government, serving as a member of the Board of Legislators from 1972 through 1979 representing East Utica; and

**WHEREAS,** Mr. Morelle was born in Utica and graduated from Proctor High School in 1949; and

**WHEREAS,** Mr. Morelle was employed predominately in civil and community service, retiring in 1992; and

**WHEREAS,** Mr. Morelle was also a member of the New Hartford Planning Board, Chairman of the New Hartford Citizens Committee of Department of Public Works, Head Usher for St. Jon's Evangelist Church, Board of Trustees for the Utica Public Library, Manager for the New York State Off Track Betting, Secretary for the Utica, New York Civil Service Office. He also was employed by Metropolitan Life and held a New York State Real Estate license; and

**WHEREAS,** Mr. Morelle married the former Rosalie Ann Forlano on September 15, 1955, a marriage that lasted 61 years ; and

**WHEREAS,** Mr. Morelle is survived by his wife Rosalie, his daughter Regina Heiland and her husband Paul, three grandchildren, brothers, sisters, sisters-in-laws, nieces, nephews, cousins and good friends; and Now, therefore, be it hereby

**RESOLVED,** That the members of this Board, speaking for the citizens of their respective communities extend to the family of the late Ronald C. Morelle their sincere sympathy, their appreciation of the value of his services to all of Oneida County, and their respect for his worth as a man.

*Seconded and adopted viva voce by all members present, standing for a moment of silence in respect to the memory of Ronald C. Morelle.*

DATED: September 13, 2017

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

**Lucille A. Soldato**  
Commissioner

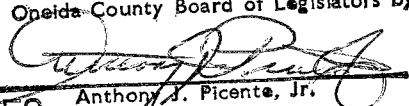


**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

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

July 21, 2017

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

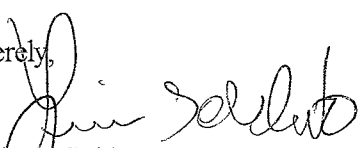
FN 20 17-295 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
HEALTH & HUMAN SERVICES  
WAYS & MEANS Date 8/24/17

Dear Mr. Picente:

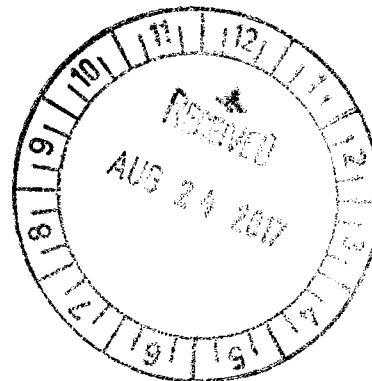
Attached for your review and approval is an Amendment to the Purchase of Services Agreement with the Neighborhood Center, Inc. for Clinical Counseling Services. The Neighborhood Center, Inc. will work with children and families to identify and treat mental health and behavioral issues that negatively affect daily functioning which can result in out-of-home placement. The amendment increases the Contract by \$60,700 to pay for the increased need for Clinical Counseling Services through December 31, 2018.

The term of this amended agreement runs from the date of execution through December 31, 2018. This agreement is a fee for service and based on past utilization. This amendment will add an additional \$60,700.00 to the agreement with a local cost of 27.18% or \$16,498.26, for a total cost for the term of the agreement of \$110,699 with a local cost of 27.18% or \$30,087.99.

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



# 18603

Oneida Co. Department Social Services

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

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: The Neighborhood Center, Inc.  
615 Mary Street  
Utica, New York 13501

Title of Activity or Services: Clinical Counseling

Proposed Dates of Operations: Date of execution through December 31, 2018

Client Population/Number to be Served: Children and their families that are in need of counseling services as determined by child welfare at the Counseling Committee.

**SUMMARY STATEMENTS**

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

Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services.

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

**Outcome:** The clinical counseling contract will work with participant families and children to identify and treat mental health and behavioral issues that negatively affect daily functioning that can result in out of home placements; and in so doing, reduce out of home placements and/or expedite return home from placements.

**Performance:** Family and or children with mental health or behavioral modification service needs will be identified and become engaged in services. Clinical assessment will be done in a manner that reflects culturally competent and family focused planning. Clinical services will include comprehensive assessment, diagnosis, testing, and psychotherapy.

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

There are approximately 8 to 10 professionals that can be utilized for this Contract.

**Total Funding Requested: \$ 90.00 per clinical hour**  
**\$ 49,999 Original Contract**  
**\$ 60,700 Amendment Increase**

**Oneida County Dept. Funding Recommendation: Account # : A6070.49548**

**Mandated or Non-mandated: Mandated service**

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

Federal -	38.39 %	\$ 34.55
State -	34.43 %	\$ 30.99
County -	27.18 %	\$ 24.46

**Cost Per Client Served: \$ 90.00 per clinical hour**

**Past performance Served:** Neighborhood Center has performed clinical counseling services for Oneida County Department of Social Services since 1985. **The Department requires the addition of \$60,700.00 to the Contract to pay for the increased need for Clinical Counseling Services.**

**O.C. Department Staff Comments:**

**The Department is satisfied with the Contractor performance.**

## AMENDMENT

This Amendment is by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, through its DEPARTMENT OF SOCIAL SERVICES, hereinafter collectively called the "Department," having its principal offices at 800 Park Avenue, Utica, New York, 13501, and THE NEIGHBORHOOD CENTER, INC., a domestic not-for-profit corporation, with its principal offices located at 615 Mary Street, Utica, New York 13501, hereinafter referred to as the "Contractor," and collectively as the "Parties."

### WITNESSETH

WHEREAS, the Department and the Contractor entered into an agreement that was fully executed on July 26, 2016 (Oneida County contract no. 6940), hereinafter referred to as the "Original Agreement," a copy of which is annexed hereto as "Exhibit A," and

WHEREAS, the Department has had a significant increase in the need for clinical counseling services for children and families in order to address mental health and behavioral concerns; and

WHEREAS, the Department wishes to continue to utilize the Contractor for clinical counseling services and the funds allotted to this function have been depleted under the Original Agreement;

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

1. This Amendment shall be effective beginning on the date of execution.
2. Appendix B, Section III, paragraph 14 of the Original Agreement shall be amended to read as follows: The Department will pay the Contractor for direct clinical service to the client at the maximum rate of Ninety Dollars (\$90.00) per hour for individual or family therapy; and Twenty Dollars (\$20.00) per hour, per client, for group therapy with the deduction of any client contribution. Clinical Hour shall be defined as hour spent in direct service with the client. Payment will be at Ninety (\$90.00) per client for Clinical Hour only. Total compensation under this Agreement shall not exceed One Hundred and Ten Thousand, Six Hundred and Ninety-Nine Dollars (\$110,699.00).
3. All other terms of the Original Agreement shall remain in effect without change or alteration.

IN WITNESS THEREOF, the parties have hereunto set their hand on the date respectively stated.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**CONTRACTOR**

Sandra Soroka  
Sandra Soroka, Executive Director

8/17/17  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**DEPARTMENT OF SOCIAL SERVICES**

\_\_\_\_\_  
Lucille Soldato, Commissioner

\_\_\_\_\_  
Date

Approved:

By: \_\_\_\_\_  
Maryangela Scalzo, Assistant County Attorney

THIS IS AN AGREEMENT, by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, THROUGH ITS DEPARTMENT OF SOCIAL SERVICES (hereinafter called the Department) having its principal office at 800 PARK AVENUE, UTICA, NY 13501, and THE NEIGHBORHOOD CENTER, INC., a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law having its principal office at 615 MARY STREET, UTICA, NEW YORK 13501 (hereinafter called the Agency or Contractor).

**WITNESSETH:**

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

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

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

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

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services;

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

SECTION I: DEFINITIONS

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

(1) Preventive Services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in Foster Care; enabling a child who has been placed in Foster Care to return to his family at an earlier time



than would otherwise be possible; or reducing the likelihood that a child who has been discharged from Foster Care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

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

(2) Case Management is defined as the responsibility of the local Department of Social Services to authorize the provision of Preventive Services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3, and to approve, in writing, the service plans as defined in 18 NYCRR Part 428.

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

(4) Casework Contacts is defined as:

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

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

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

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

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

(8) Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert Foster Care placement.

(9) Emergency Shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert Foster Care placement.

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

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

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

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

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

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

(16) Parent Training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in a family or help a child in

Foster Care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationships and communication skills.

(17) Transportation Services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in Foster Care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

## SECTION II: TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2016 through December 31, 2018. The option to renew this Agreement is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

## SECTION III: SCOPE OF SERVICES

(18) It is mutually agreed between the Department and the Contractor that the Contractor shall furnish Preventive Services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

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

(20) The Department shall be responsible for case management which shall include authorizing the provision of Preventive Services, approving client eligibility in accordance with 18 NYCRR Section 423.3, and approving Child Service Plans.

(21) The Contractor agrees to provide Preventive Services in accordance with the Program narrative and rates of payment described in Appendix B of this Agreement.

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

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

(24) The Contractor and the Department agree that a determination by the State Department

of Social Services to deny reimbursement to the Department for the provision of Preventive Services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from its statutory or contractual obligations to continue to provide Preventive Services for the child or other children in its care.

(25) Case Planning, along with casework contacts, shall be provided by the Contractor in accordance with Appendix B of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

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

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

#### SECTION IV: FAIR HEARINGS

(28) The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant or recipient requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

#### SECTION V: REIMBURSEMENT AND SERVICE FEES

(29) The Department shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, if applicable, as set forth in Appendix B of this Agreement and in accordance with State and Federal regulations pertaining to reimbursement of Preventive Services.

#### SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

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

(31) The Contractor will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set

forth in Appendix B of this Agreement.

(32) The Contractor agrees to provide the services described in Appendix B of this Agreement at the principal location of:

The Neighborhood Center, Inc.  
(Clinical Counseling)  
615 Mary Street  
Utica, New York 13501

and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided in conjunction with the Child Service Plan, outside of the aforementioned address(s):

(33) The Department agrees to notify the Contractor with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving preventive services from the Contractor:

#### SECTION VII: BOOKS, RECORDS AND REPORTS

(34) The Contractor will keep accurate records (in conformance with State regulations established for utilization, review and uniform case recording) for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date/s such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(35) 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.

(36) Records of individual recipients of services shall be made available to the Department upon request for consultation or review.

(37) The Contractor will maintain statistical records as required by the Department and will furnish such data at times prescribed by and on forms supplied by the Department.

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

(39) The Contractor agrees to 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.

(40) In addition to Paragraphs 37, 38, 39 and 40 of this Agreement, and until the expiration of six (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s) shall make available, upon written request to the Secretary of the U.S. Department of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents and records of the Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII: ACCOUNTABILITY

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

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

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

(44) If the Contractor significantly 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.

(45) The Contractor shall not make any subcontract for the performance of this Agreement

without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts, and the Contractor is responsible for the performance of any subcontractor.

(46) 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 III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

#### SECTION IX: COMPLIANCE WITH LAW

(47) 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 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(48) The Contractor represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

#### SECTION X: TERMINATION OF AGREEMENT

(49) The Contractor may be terminated by mutual written agreement of the contracting parties.

(50) This Contract 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 attachment thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(51) In addition to the termination provisions set forth in paragraph 2 supra, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government, is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and the Contractor fails to secure said license, approval or certification during the term of this Agreement.

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

(53) Upon termination, or upon expiration of the term of this Agreement pursuant to Paragraphs 1, 51, or 3 supra, the Department will arrange for the transfer to another Contractor of all public charges then served by the Contractor. In order to reimburse that Contractor for all public charges not transferred by the effective date of termination, the Department and the Contractor will negotiate an extension of this Agreement prior to the date of termination.

(54) The Contractor shall comply with all Department close-out procedures, including but not limited to: account for and refund to the Contractor pursuant to this Agreement; not incur or pay any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmit to the Department or its designee, on written request, copies of all books, records, documents and materials pertaining to the financial details of any Services provided under the terms of this Agreement.

#### SECTION XI

(55) The Department and the Contractor agree that the Contractor is an independent Contractor and is not in anyway to be deemed an employee of the County.

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

(57) This Contractor agrees that payment by the County will be contingent upon the Contractor submitting a claim form to the Accounting Department which has been approved by Department certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made.

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

(59) 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.

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



(61) 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 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 THEREOF, the parties hereto have executed this agreement on the day and year first above written.

\*\*\*\*\*  
Date: 7/22/16  
Oneida County Executive: *Anthony J. Picente Jr.*  
Anthony J. Picente, Jr., Oneida County Executive  
\*\*\*\*\*

Approved: *Amanda Lynn Cortese*  
Amanda Lynn Cortese, Special Assistant County Attorney  
\*\*\*\*\*

Date: 7/22/16  
Oneida County Department of Social Services: *Luella A. Soldato*  
Luella A. Soldato, Commissioner  
\*\*\*\*\*

Date: 7/18/16  
Agency: The Neighborhood Center, Inc.  
\*\*\*\*\*

Authorized Signature: *Sandra Soroka*  
Sandra Soroka, Executive Director  
\*\*\*\*\*

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 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)

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

APPENDIX B

Preventive Purchase of Service Specifications through Clinical Counseling Services between Oneida County Department of Social Services (hereinafter called the Department) and The Neighborhood Center, Inc. (hereinafter called the Agency or Contractor).

I. Preventive Service Goals and Objectives.

Target Population – Children and families in need of counseling services in order to address mental health and behavioral concerns that are negatively affecting a individual's ability to function on a daily basis.

There is a need to provide community based clinical services to children and families in order to lessen the risk of a family disruption due to mental health or behavior issues which could result in child abuse/neglect situations, PINS/JD behaviors and/or out of home placements.

II. Definitions Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Clinical Services provided to families with children enrolled in Day Services have such services included in the Day Services rate.

III. Scope of Services

1. Eligibility - The Department is responsible for determining eligibility for preventive services and referrals will be made by Oneida County Department of Social Services to the Agency.

2. It shall be the responsibility of representatives of the County of Oneida involved, either directly or through contract services, to observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located, or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have a check list and will complete the check list after making visual inspections and will also report any gross deviations from normal living standards not included on the check list.

3. The Department will provide case management functions for all children and families that are involved in active service cases preventive, protective and placements. Department will maintain responsibility for the Child Care Review Service (CCRS) information and coordination with the Agency for formulation of Service Plan and utilization Review procedures.

4. Transportation – Transportation shall be arranged by the Agency on an as needed basis when possible. The least expensive source of transportation shall be used and will be billed to the Department. When mileage is paid, it will be paid at a rate of \$0.505 per mile. Transportation is to be coordinated and approved by the Department.

5. The Agency shall attend Family Assessment and Service Plan (FASP) meetings and also other

case planning meetings scheduled by the Department if possible within the constraints of their schedule.

6. 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.

7. Authorization of Services - The Department will authorize services via DSS 2921 application for services and appropriate Welfare Management System (WMS) forms.

8. Outcome/Measurements for Clinical Counseling:

**Outcome:** The clinical counseling contract will work with participant families and children to identify and treat mental health and behavioral issues that negatively affect daily functioning that can result in out of home placements. In so doing, the number of out of home placements will be reduced and/or return home from placements will be expedited.

**Performance:** Family and/or children with mental health or behavioral modification service needs will be identified and become engaged in services. Clinical assessment will be done in a manner that reflects culturally competent and family focused planning. Clinical services will include comprehensive assessment, diagnosis, testing, and psychotherapy.

**Measurement:** 80% of the participant families will not have any substantiated reports of abuse/neglect while participating in services.

**Measurement:** 80% of the participant families/children referred on a preventive basis will maintain their children in their home during the time services are being offered and for 6 months following the completion of counseling services.

**Measurement:** 80% of participant families that have children in out of home placements eligible for mandated preventive services based on the service plan goal to return children home within 6 months; will have their children returned to them within the specified 6 month period.

**Measurement:** 80% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open with the case planning contract.

**Measurement:** 80% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

9. The Agency will require a client's contribution per the Agency's usual sliding scale for counseling whenever possible, and shall indicate the client contribution on the Departments "Composite Billing", deducting that amount from the hourly charge to the Department.

10. Required Claiming Procedures-The Agency will bill monthly on Vouchers provided by the Department, which shall include the Agency and Contract Name and Number and indicate the Agency's share of the program cost. The Agency will attempt to obtain Insurance or family contribution when appropriate and feasible, and will bill the Department for the remaining cost up to the agreed hourly rate. The Agency will also submit the "Itemized Composite billing for Preventive Services Contracts/Counseling;" and "Itemized Individual Billing for all Preventive Services Contracts: Counseling, Case Planning, Parent Aide, Other, with Comments." These will be

fully completed with "Individual" sheets containing treatment comments. A final "Counseling Treatment Report" will be completed upon termination of the case for treatment. All reports will include the Case Number, Client's full Name, and Department of Social Services Caseworker's Name. All reports will be sent to the Contract Administrator.

11. The Department may require other reports as necessary within the context of counseling data.
12. The Agency agrees to prepare and provide any and all monthly reports required by the County and/or State governments pertaining to this contract.
13. The Agency agrees to complete a Contract Evaluation every 3 months.
14. The Department will pay the Contractor for direct clinical service to the client at the maximum rate of \$90.00 per hour for individual or family therapy and \$20.00 per hour per client for group therapy with the deduction of any client contribution. Clinical hour shall be defined as hour spent in direct service with the Client. Payment will be at \$90.00 per client for clinical hour only. Total compensation under this Agreement shall not exceed \$49,999.00.
15. Performance under this agreement shall commence on January 1, 2016 and shall terminate on 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.
16. This Agreement may be terminated with a 30 day written notice by either party.
17. 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.
18. **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 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 insured's shall include completed operations.

c. Abuse and Molestation coverage must be included

## II. 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.

## III. 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.

## IV. Workers Compensation and Employers Liability

a. 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, 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 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 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.

#### 19. PERFORMANCE OF SERVICES:

A. Agency represents that Agency is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Agency shall use Agency's best efforts to perform the Services such that the results are satisfactory to the Department. Agency 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. Agency may, at Agency's own expense, employ or engage the services of such employees, subcontractors and/or partners as Agency deems necessary to perform the Services (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. Agency shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the Department, in compliance with any and all applicable Federal, State or Local Laws and Regulations. Agency shall expressly advise the Assistants of the terms of this Agreement.

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

D. Agency shall inform the Department within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. AGENCY maintains the right to do so at any time, and Department maintains the right to contract with other individuals or entities to perform the same services.

#### 20. INDEPENDENT CONTRACTOR STATUS:

A. It is expressly agreed that the relationship of the Agency to the Department shall be that of an Independent Contractor. The Agency shall not be considered an employee of the

Department for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Agency, 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 Department.

B. Agency warrants and represents 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. Agency and Department agree that Agency 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 Agency 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.

D. Agency acknowledges and agrees that neither Agency, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.

E. Agency shall be solely responsible for applicable taxes for all compensation paid to Agency or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Agency'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 for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The Agency will 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 Agency's Independent Contractor status, it is agreed that both the Department and the Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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

21. EXPENSES: Agency 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.

22. TRAINING: Agency shall not be required to attend or undergo any training by the Department. Agency 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.

23. 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.

**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 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:
  - 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 purposes 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 the Contractor's staff, pursuant to and described in the narratives and budgets contained in this Agreement.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this Agreement shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this Agreement under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph (b) of this section.

#### GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this Agreement and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the Agreement. Any modifications to the tasks or work plan contained in Agreement must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this Contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this 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 thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this Agreement shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All Agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this Agreement (2) that nothing contained in the subcontract shall impair the rights of the Department under this Agreement, (3) that nothing contained in the subcontract, nor under this Agreement,

shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in this Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor:

- h. The Contractor warrants that it, its staff, and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this Agreement and/or subcontract entered into under this Agreement. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the Agreement, the 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 (6) 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 (10) 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 the 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, the 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 this Contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by the 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](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, form, 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 the Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial 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 the Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent 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 Contractor's 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, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this Agreement may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Agreement or activity supported by this Agreement. All publications by the Contractor covered by this Agreement shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the Agreement is federally funded.
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this Agreement, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business

address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### PATENTS AND INVENTIONS

The Contractor agrees that any and 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 laws 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 this 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 this Agreement.

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

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

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

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

## FISCAL SANCTION

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



officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this 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 this 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, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, 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.

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. Oneida County and all other parties required of the 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 insured's shall include completed operations.

3. Abuse and Molestation coverage must be included

## II. Automobile Liability

1. Business Auto Liability with limits of at least \$1,000,000 each accident.

2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

3. 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.

### III. Commercial Umbrella

1. Umbrella limits must be at least \$5,000,000.
2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

### IV. Workers Compensation and Employers Liability

1. Statutory limits apply.
- c. **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.
- d. **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 canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
- e. **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.
- f. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client

referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

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

#### COMPLIANCE WITH LAW

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

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Department 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 attests they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding

the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

The Neighborhood Center, Inc.

NAME OF CONTRACTED AGENCY

Sandra Soroka, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE

9/18/16  
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 1<sup>st</sup> day of January, 2016, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. **Executory or Non-Appropriation Clause.**

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

2. **Oneida County Board of Legislators; Resolution #249 Solid Waste Disposal Requirements,**

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

3. **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.

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 payee, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The 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.

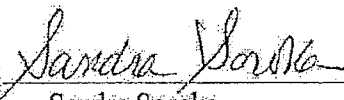
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

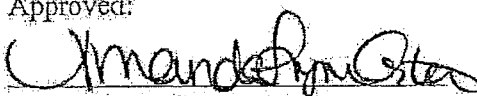
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

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

By:   
Sandra Soroka  
Executive Director

Approved:  
  
Amanda Lynn Cortese  
Special 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) 798-5733 Fax (315) 798-5218

FN 20 17-297

August 2, 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.  
County Executive

HEALTH & HUMAN SERVICES  
WAYS & MEANS Date 8/22/17

Dear Mr. Picente:

Oneida County is in receipt of a grant from Office of Children and Family Services in the amount of \$261,684.00. These funds will be used by the Oneida County Child Advocacy Center. This Grant has a Contract period of October 1, 2017 through September 30, 2018.

This grant supports Law Enforcement Coordinators who are specially trained in the Child Advocacy Center's procedures and protocols regarding child abuse cases. The Law Enforcement Coordinators will be assigned to the Center and act as the liaison between the Child Advocacy Center and their respective agency.

I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/vlc  
attachment



#35402

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:** Office of Children and Family Services  
52 Washington Street  
Rensselaer, New York 12144

**Title of Activity or Services:** Oneida County Child Advocacy Center Grant

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

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

**SUMMARY STATEMENTS**

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

This grant will help support the positions of 4 part-time Law Enforcement Coordinators (LEC) from various Police agencies. The LEC are part of the multidisciplinary team (MDT) located at the Child Advocacy Center (CAC). The MDT investigates cases of alleged child sexual abuse and physical abuse cases. The LEC also act as the liaisons between the CAC, the Police Departments, the Department of Social Services, and the District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC participate in case review, assist in increasing community awareness of the CAC and are responsible for inputting data regarding the criminal aspect of MDT cases into the computer program. This Grant will also support part of the Child Advocacy Administrator.

The CAC provides on-site law enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive support, child fatality review, and a state of the art training facility.

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

These funds will be utilized to support Contractual obligations/Consultants, travel and trainings, and other operating expenses.

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

**Total Grant Amount:** \$261,684.00

**Account #:** A2703

**Oneida County Dept. Funding Recommendation:** 100% funded through New York State Office of Children and Family Services

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

Federal	0%
State	100%
County	0%

**Cost Per Client Served:**

**Past performance Served:**

**O.C. Department Staff Comments:**



**Office of Children  
and Family Services**

**ANDREW M. CUOMO**  
Governor

**SHEILA J. POOLE**  
Acting Commissioner

June 19, 2017

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

Re: MDT Intent to Renew Contract  
Contract Number: TBD  
Contract Period: 10/1/17-9/30/18  
Award Amount: \$261,684

Dear Mr. Picente,

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of our intent to contract the following contract pending availability of funds and the approval with NYS Office of State Comptroller (OSC):

Contract Number: TBD  
Contract Period: 10/1/17-9/30/18  
Award amount: \$261,684

The contract application must be submitted on-line through the OCFS Contract Management System (CMS). You will be notified when the contract for your agency is in your CMS inbox, and you should follow the schedule set in CMS to enter your Budget and Program information. Submitting your contract earlier than the due date will allow us time to correct any errors if needed, in order to be in compliance with prompt contracting guidelines.

Prior to receiving your contract, you should verify that your Vendor Responsibility Questionnaire is recertified in VendRep System within six months prior to your contract start date. You will also need to make sure your Grants Gateway status is "prequalified" when submitting the contract to us and throughout the renewal process. Attached are "Contract Instructions Documents" which will help you as you develop your contract application and include the necessary links to the systems noted above. Also attached is the CMS Authorization Form. If you need to add, change or modify any CMS user role, you will need to complete the authorization form and submit it to OCFS.

Please feel free to contact me at 518-402-1051 or [Jaclyn.Nemetz@ocfs.ny.gov](mailto:Jaclyn.Nemetz@ocfs.ny.gov).

Sincerely,

Jaci Nemetz  
Program Manager

Attachments: Contract Instructions Documents,  
CMS Authorization Form

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>NYS Office of Children and Family Services          52 Washington Street          Rensselaer, NY 12144</p>	<p>BUSINESS UNIT/DEPT. ID:          CFS01 / 3400000</p> <p>CONTRACT NUMBER: C028055</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement  <input checked="" 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 checked="" type="checkbox"/> New  <input type="checkbox"/> Renewal  <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>Oneida County</p>	<p>PROJECT NAME:</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595          Federal Tax ID Number:          DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>800 PARK AVE UTICA NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>800 PARK AVE UTICA NY 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>800 PARK AVE UTICA NY 13501</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code: 300100000-  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input checked="" type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Government</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C028055

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Master Grant Contract, Face Page

C028055

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 10/01/2017      To: 09/30/2021</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 10/01/2017      To: 09/30/2018</p> <p><b>AMENDED TERM:</b></p> <p>From:                      To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:                      To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: 261,684.00</p> <p>AMENDED:</p> <p><b>FUNDING SOURCE(S)</b></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	See Attachment B Summary			
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A-1 Program Specific Terms & Conditions
- Attachment B - Budget
- Attachment C Work Plan
- Attachment D



Contract Number: # C028055

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Master Grant Contract, Face Page

C028055

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

<b>CONTRACTOR</b>	<b>STATE AGENCY</b> Office of Children and Family Services
Electronically Signed by: 	Electronically Signed by: 
	<u>State Agency Certification</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: \_\_\_\_\_

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

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

ATTORNEY GENERAL'S SIGNATURE

Approved:  
Thomas P. DiNapoli  
State Comptroller

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

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

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

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

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

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

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

Contract Number: # \_\_\_\_\_  
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five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

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appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

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

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

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

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

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

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

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

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<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

**C. Termination:**

**1. Grounds:**

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

**2. Notice of Termination:**

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

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

**B. Advance Payment and Recoupment:**

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

**C. Claims for Reimbursement:**

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

Contract Number: # \_\_\_\_\_

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

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

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

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

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

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments.<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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 the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

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

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

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

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

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

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

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

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

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

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

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

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

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- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

**B. Subcontractors:**

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

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

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

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

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

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

**C. Use Of Material, Equipment, Or Personnel:**

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

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

**D. Property:**

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

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

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

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

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

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

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

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

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

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

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

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

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

##### **1. General:**

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

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry



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

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

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

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

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

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

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

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

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

**G. Publicity:**

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

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submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

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

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

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of

\$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

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

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

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

**L. Workers' Compensation Benefits:**

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

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

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

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

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

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

Contract Number: # \_\_\_\_\_

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3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
  - a) to require updates or clarifications to the Questionnaire upon written request;
  - b) to inquire about information included in or required information omitted from the Questionnaire;
  - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
  - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
  - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

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

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

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

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

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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<sup>9</sup> Not applicable to not-for-profit entities.

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.



**ATTACHMENT A-1**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS FOR ALL**  
**NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)**  
**CONTRACTS**

(04-2016)

**A) AGENCY SPECIFIC TERMS AND CONDITIONS**

**1. PERSONNEL**

- a. It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.
- b. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this CONTRACT. No change or substitution of such responsible person(s) will be made without prior approval in writing from OCFS, to the degree that such change or substitution is within the reasonable control of the Contractor.

**2. GENERAL TERMS AND CONDITIONS**

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. 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 OCFS under the Federal Social Security Act, where applicable.
- c. 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:
  - Opinions prepared by consultant law firms construing the statutes or 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 Capitol, Albany, New York 12224.
  - The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. 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 CONTRACT shall be directed to the Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).
- f. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully

available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the Master Contract are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the Master Contract have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term "funds lawfully available for payment" includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.

- g. All organizations that receive Federal and/or New York State 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 and/or New York State 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 and/or New York State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State 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 and/or New York State financial assistance.

- h. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT 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.

### **3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS**

- a. The Contractor agrees to safeguard the confidentiality of financial and 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 client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS 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 OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) and, at the discretion of OCFS, of the Vulnerable Persons Central Register (VPCR) 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 OCFS. 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 OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

### **4. PUBLICATIONS AND COPYRIGHTS**

- a. OCFS and the State of New York 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 CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.

- b. All of the license rights so reserved to OCFS and the State of New York 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 CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS 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 OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) 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.

#### **5. PATENTS AND INVENTIONS**

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. 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.

#### **6. TERMINATION**

To the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS 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 OCFS to the Contractor.

#### **7. FISCAL SANCTION**

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;
- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, 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 or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

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 a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or 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.

#### **8. REFUNDS**

In the event that the contractor must make a refund to the Office for contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

New York State Office of Children and Family Services  
Attention: Contract Cash Receipts  
Bureau of Contract Management  
Capital View Office Park  
52 Washington Street, South Building, Room 202  
Rensselaer, New York 12144

**9. PROCUREMENT LOBBYING LAW**

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

**10. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES**

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15<sup>th</sup> of each year for the annual period ending March 31<sup>st</sup>, Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:  
<http://ocfs.ny.gov/main/Forms/Contracts/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.dot>

The Contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record to each of the following addresses:

New York State Office of Children and Family Services  
Bureau of Contract Management  
52 Washington Street, South Building, Room 202  
Rensselaer, New York 12144

New York State Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, New York 12236  
Attn: Consultant Reporting

New York State Department of Civil Service  
Alfred E. Smith Office Building  
8<sup>th</sup> Floor Counsel's Office  
Albany, New York 12239

**11. IRAN DIVESTMENT ACT**

By entering into this CONTRACT, Contractor certifies 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" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such 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 the CONTRACT will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of CONTRACT.

During the term of the CONTRACT, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS 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 OCFS shall take such action as may be appropriate and provided for by law, rule, or CONTRACT, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the CONTRACT, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

## **12. ADDITIONAL ASSURANCES**

- a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.
- b. Notwithstanding the provisions of Article 14 of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

## **13. EXECUTIVE ORDER NUMBER 38**

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with the regulations promulgated pursuant to this Executive Order. The Order can be found at the following website address:  
<http://executiveorder38.ny.gov/>

**LEGAL NOTICE:** Based upon the April 8, 2014 decision in Agencies for Children's Therapy Services, Inc. v. New York State Department of Health, et al. ("ACTS"), covered providers conducting business in Nassau County need not file Executive Order 38 disclosures. For purposes of this notice, "conducting business" means having a place of business within Nassau County, providing program services or administrative services involving the use or receipt of State funds or State-authorized payments within Nassau County, or otherwise conducting business within Nassau County in relation to which executive compensation is paid. Please note that the ACTS decision is under appeal. Those affected by the ACTS' decision should periodically check the EO 38 website for updates regarding any changes to this notice.

## **14. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)**

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in M/WBE Appendix entitled "Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

## **15. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)**

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS.

Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf).

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- [Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance](#)
- [Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides](#)
- <http://ogs.ny.gov/Core/SDVOBA.asp>

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

#### **16. OUTSIDE COUNSEL**

Opinions prepared by consultant law firms construing the statutes or 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, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

#### **17. BOARD OF DIRECTORS COMPOSITION**

The number of directors constituting the entire Board must not be less than three. The Office of Children and Family Services advises a manageable number of members of the Board of Directors to promote maximum working effectiveness. Of this number, the Office of Children and Family Services recommends that the Board include individuals with experience in, or access to expertise in, legal matters, financial management, real estate knowledge, administrative capability and "consumer" representation.

## B) Program Specific Terms and Conditions

### Multidisciplinary Teams/Child Advocacy Centers (MDT/CACs)

Multidisciplinary Team/Child Advocacy Center Programs must target the following standards. All ten (10) standards must be achieved to be recognized as an approved Child Advocacy Center, as per Social Services Law section 423-a. The five(5) core standards are bolded and must be achieved to receive an/or maintain OCFS grant funding.

1. **Child-Appropriate/Child-Friendly Facility:** The CAC provides a comfortable, private, child-friendly setting(s) that is both physically and psychologically safe for children of all ages. The CAC should be perceived by the community as a neutral site that serves all members of the MDT.
2. **Multidisciplinary Team:** The MDT for response to child abuse allegations must include representation from the following:
  - law enforcement
  - child protective services
  - prosecution (i.e., district attorney's office)
  - mental health
  - medical (specifically, a physician or medical provider trained in forensic pediatrics)
  - victim advocacy; and
  - child advocacy center (where a CAC exists)
3. **Organizational Capacity:** A designated legal entity responsible for program and fiscal operations has been established and implements basic sound program, administrative and fiscal practices.
4. **Cultural Competency and Diversity:** The CAC promotes policies, practices and procedures that are culturally competent. Cultural competency is defined as the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.
5. **Forensic Interviews:** The CAC promotes forensic interviews which are legally sound, are of a neutral, fact-finding nature, and coordinated to avoid duplicative interviewing. The *New York State Children's Justice Task Force Forensic Interviewing Best Practices* is recommended.
6. **Medical Evaluation:** Specialized medical evaluation and treatment services are available to all CAC clients at the CAC or coordinated through an MDT response that provides follow-up referrals and/or treatment as necessary.
7. **Therapeutic Intervention:** Specialized mental health services are made available as part of the MDT response, either at the CAC or through coordination and referral with other treatment providers.
8. **Victim Support/Advocacy:** Victim support and advocacy are made available as part of the MDT response throughout the investigation and prosecution.
9. **Case Review:** Team discussion and information sharing regarding the investigation, case status and services needed by the child and family will occur on a routine basis.
10. **Case Tracking:** CACs must have a system for monitoring case progress and tracking case outcomes for all team members.

Multidisciplinary Team/Child Advocacy Center programs must achieve five core standards and two additional standards, as approved by the OCFS Program Manager, within 24 months of contract approval. All programs are expected to achieve and maintain all 10 standards within five years of approval.

Any leased property supported by OCFS grant funds must be approved by the OCFS Program Manager.

It is also the expectation that any lease or modification(s) to leased property be for a minimum of five years.

The Program Manager will have final decision making responsibility on all allowable and non-allowable costs. The following parameters will apply:

Allowable costs include but are not limited to:

- staffing, fringe benefits
- project equipment and furniture
- computers and appropriate software for the project
- supplies, mailing and printing costs of project related flyers/pamphlets, educational materials
- staff travel costs at the approved State travel rate. State rates are available at the following web address:  
<http://www.osc.state.ny.us/agencies/travel/travel.htm>  
<http://www.osc.state.ny.us/agencies/travel/travel.htm>
- telephone installation and monthly billing
- consultants retained by a formal agreement
- rental/lease of space
- training
- A maximum of 10% federally approved Indirect Cost Rate with appropriate documentation

Non-allowable costs include but are not limited to:

- capital development or acquisition costs such as purchasing buildings and major refurbishing/renovation of buildings,
- supplanting current positions or responsibilities
- out of state travel, unless approved by the OCFS Program Manager
- interest costs, including cost incurred to borrow funds,
- costs of organized fund raising,
- cost for preparation of continuation agreements or contracts and other proposal development costs,
- overtime costs for team members,
- costs for dues, incorporation fees, conferences or meetings unless in connection with the project
- lunch or meals at meetings or training programs.





## A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.  
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

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2. Title:

Enter Role/Responsibility Below

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3. Title:

Enter Role/Responsibility Below

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4. Title:

Enter Role/Responsibility Below

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5. Title:

Enter Role/Responsibility Below

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**6. Title:**  
**Enter Role/Responsibility Below**

**7. Title:**  
**Enter Role/Responsibility Below**

**8. Title:**  
**Enter Role/Responsibility Below**

**9. Title:**  
**Enter Role/Responsibility Below**

**10. Title:**  
**Enter Role/Responsibility Below**

**11. Title:**  
**Enter Role/Responsibility Below**

**12. Title:**  
**Enter Role/Responsibility Below**

**13. Title:**  
**Enter Role/Responsibility Below**

**14. Title:**  
**Enter Role/Responsibility Below**

**15. Title:**  
**Enter Role/Responsibility Below**

**16. Title:**  
**Enter Role/Responsibility Below**

**17. Title:**  
**Enter Role/Responsibility Below**

**18. Title:**  
**Enter Role/Responsibility Below**

**19. Title:**  
**Enter Role/Responsibility Below**

**20. Title:**  
**Enter Role/Responsibility Below**









### B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Office Supplies		\$850	\$850
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Supply Costs</b>	\$0	\$850	\$850

Enter Budget Narrative Below:

Office supplies are for a full and part time staff of 30+, along with supplies for the Googin Auditorium, and includes pamphlets, copier paper, writing supplies, general office supplies. Oneida County requires state bid pricing.

Related to OCFS Program Standards: CAC/Multidisciplinary Team, Organizational Capacity

### B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Utilities		\$10,051	\$10,051
Medical Insurance for on site medical exams		\$2,500	\$2,500
NCA reaccreditation & annual fee		\$500	\$500
Training		\$635	\$635
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Other Expenses</b>	\$0	\$13,686	\$13,686

Enter Budget Narrative Below:

\*Utilities expense is for 10,689 square foot building occupied by the CAC. Expenses include natural gas, water, sewer, electricity, etc.

\*Expansion of medical response requires additional insurance coverage by medical providers. Costs based on 3 providers (1 MD, 2 NPs) x and 7 registered nurses maximum allowance of \$2,500.

\*National Children's Alliance annual fees for the year - \$500

Training  
 \*\*Sex Trafficking Albany, NY 1 personnel Hotel cost \$ 120 X 3 nights = \$ 360 each total cost \$ 360  
 \*\*CAC Directors conference Albany NY = \$ 275

All relate to OCFS Program Standards Child Friendly Facility, CAC/Multidisciplinary Team, Forensic Interviews, Organizational Capacity, Medical,

<b>Contractor Name:</b> Oneida County
<b>Period of Budget:</b> October 1, 2017 through September 30, 2018
<b>Contract Number:</b> G028055

**ATTACHMENT B  
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
<b>A. Personal Services</b>			
1. Project Staff Salaries	\$0	\$0	\$0
2. Fringe Benefits			\$0
3. Total (Lines 1 + 2)	\$0	\$0	\$0
<b>B. Non-Personal Services</b>			
4. Contractual/Consultant	\$0	\$245,428	\$245,428
5. Travel/Per Diem	\$0	\$1,720	\$1,720
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$850	\$850
8. Other Expenses	\$0	\$13,686	\$13,686
9. Total (Total Lines 4 to 8)	\$0	\$261,684	\$261,684
<b>C. Project Total (Lines 3 + 9)</b>	\$0	\$261,684	\$261,684

	Local Match (if required) Use *calculation below
--	---

\*Local Match Calculation = % of matching funds (if required in the RFP or contract agreement ) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

\* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

## Local Share/Match Breakdown

	Source	Amount
<b>A. Cash Donations</b>		
<b>B. In-Kind Donations</b>		
<b>C. Volunteers/Intern</b>		
<b>D. Fees for Service</b>		
<b>E. Unrestricted Cash or Fund Balance</b>		
<b>F. Grants:</b>		
- Other grants supporting this project		
<b>Amount of OCFS Funds</b>		\$261,684
<b>Non-OCFS Funds supporting this project</b>		
<b>Total</b>		\$261,684

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

Contractor Name:	Oneida County
Period of Budget:	October 1, 2017 through September 30, 2018
Contract Number:	C028055

### DISCRETIONARY BUDGET NARRATIVE WORKSHEET

This worksheet is not part of the approved contract budget and is subject to change

Expense Category	Total OCFS Funds	Total Discretionary Funds
<b>A. Personal Services</b>	\$0	
<b>B. Non-Personal Services</b>		
4. Contractual/Consultant	\$245,428	
5. Travel/Per Diem	\$1,720	
6. Equipment	\$0	
7. Supplies	\$850	\$850
8. Other Expenses	\$13,686	
9. Total (Total Lines 4 to 8)	\$261,684	\$850
<b>Total Discretionary NPS Amount</b>		<b>\$850</b>
<b>Total MWBE Spend Amount (Total Discretionary NPS*30%)</b>		<b>\$255</b>

**\*\*Discretionary Budget Narrative** – For each expense category – if the amount of the ‘Total Discretionary Funds’ amount is less than the ‘Total OCFS Funds’ available, an explanation for the exclusion or exemption of items from MWBE consideration must be provided. The explanation must include the dollar amount, a description of the goods or services to be procured and a detailed explanation why it is not included as part of the MWBE spending goal.

<b>B4. Contractual/Consultant</b>
\$ 245,428 in this line item for Law Enforcement Coordinators and Administrator which is provide by various law enforcement agencies.
<b>B6. Equipment</b>
<b>B7. Supplies</b>
<b>B8. Other Expenses</b>
\$ 13,686 items in this line item are for expenses such as utilities, training etc...

## Attachment C Work Plan

## Oneida County Child Advocacy Center

Site: 930 York Street

Utica, New York 13502

### Work Plan

The Oneida County Child Advocacy Center began as a task force in 1989; comprised of area law enforcement personnel and caseworkers from the Oneida County Department of Social Services that have been co-located from the onset. Child sexual abuse was recognized as a unique problem that needed a specialized response. Through the years this concept evolved to form a multidisciplinary team approach to these cases in what today is known as the Oneida County Child Advocacy Center (CAC). The CAC's mission has been enhanced to include joint investigations of serious physical abuse cases and other services to include victim advocacy, on site medical examinations, counseling for child victims and their non-offending family members, and participation on the Oneida County Child Fatality Review Team. The CAC is available to respond 24 hours a day, 7 days a week; and, is fully staffed during the weekday business hours of 8.30 am to 4:30 pm. The Child Advocacy Center serviced 921 children from October 2014 through September 2015 and serviced 711 children from October 2015 through September 2016.

As a tier 1 OCFS CAC, the Oneida County CAC was granted full membership in the National Children's Alliance in 1999. The CAC and its team members are recognized as a model agency throughout the state and the country in the fight against child sexual abuse and serious child abuse through the multidisciplinary team approach. The CAC is continually seeking for new approaches and improved methods in carrying out our mission. With the aid of grants and guidance by the New York State Office of Children and Family Services we continue to achieve our goals and improve our performance.. The Oneida County CAC is a proud partner, and truly appreciates the vision that the NYSOCFS has held in an effort to combat child abuse and child sexual abuse.

This grant will address several issues impacting the CAC and the community. The Grant funding supports portions of the following staffing positions four (4) Law Enforcement Coordinators from various Police agencies, and one (1) Child Advocacy Center Administrator. The Oneida County Child Advocacy Center services two Cities and 59 towns, villages and hamlets.

The Law Enforcement Coordinators (LEC) shall facilitate and assist the Oneida County Child Advocacy Center in their criminal investigation of Multidisciplinary Team (MDT) child abuse cases. The Law Enforcement Coordinators shall be the liaison between Oneida County Child Advocacy Center, the Police Departments, the Department of Social Services and the District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC shall participate in case review, assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT cases into the computer program.

The Law Enforcement Coordinator is responsible for the following job duties:

- (1) Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
  - Be the contact person for law enforcement agencies with questions about proper procedure of MDT cases

- Assist as necessary and appropriate in the investigation of an MDT case
  - Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT
- (2) Act as a liaison between the Oneida County Children Advocacy Center, the District Attorney's Office, the Department of Social Services, and various law enforcement agencies in matters relating to MDT cases
    - Develop and maintain professional working relationships with all county agencies
    - Confer with police agencies about the status of a criminal investigation of an MDT case
    - Confer with the District Attorney's Office about status of a prosecution of an MDT case
    - Work with partner agencies to resolve issues involving the criminal aspect of an MDT case
  - (3) Attend case review
  - (4) Enter criminal investigation and prosecution data and updates into the computer system
  - (5) Keep current on issues relevant to the job and take part in training opportunities when able
  - (6) Work collaboratively with other Child Advocacy Center staff and MDT members
  - (7) Compile and keep a current list of local police agencies, team members and contact information
  - (8) Perform all duties with sensitivity to the confidential nature of an MDT case.

The Child Advocacy Center Administrator is contracted for the administration, oversight and supervision of all operational aspects of the Child Advocacy Center.

Child Advocacy Center will continue to meet the following standards:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from Child Protective Services, law enforcement, medical providers, and the District Attorney's office,
2. Through forensic interviewing, decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

These positions will provide leadership, accountability and an open line of communication between the CAC and all of its' component agencies.

The CAC has a 70 seat training center that has been utilized by a number of agencies, including local and federal law-enforcement, OCFS Regional Office, service providers, Internet Crimes Against Children, NCMEC, DSS, The Oneida County District Attorney's Office, and for trainings hosted by the CAC on the topic of child abuse.



This grant will enhance and maintain the daily functions needed to operate the Oneida County Child Advocacy Center. The main objective for the program and what makes the Oneida County Child Advocacy Center an asset to Oneida County is that all functions are centrally located in a child friendly site where children and their families receive coordinated services. The Center is home to the multidisciplinary team which provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive support, child fatality review and a state of the art training facility. The grant supports costs for the Law Enforcement Coordinators, and the Child Advocacy Administrator which allows for the involvement of team members trained in CAC methods from the beginning of the case which we all know is crucial to the successful conclusion of the case. Having trained investigators that are familiar with the dynamics of sexual abuse, forensic interviewing and the multidisciplinary response provides for informed decisions that positively impact cases, save time, provide consistency in response, and keep children in safe environments. The grant also supports a small portion of the Center's training and travel.

# 2017-2018 Performance Targets

*Oneida County Child Advocacy*

*Site location: 930 York Street*

*Utica, New York 13502*

## Performance Target #1

*100 % of Multidisciplinary Team or a representative of a team member will be present for scheduled Case Review meetings. Monthly scheduled meetings separate from any Case Review Meetings with all Multidisciplinary Team members or a representative of each team member to review the teams, policies, procedures and team issues will also be held. All MDT members will identify appropriate representative should they be unavailable at the time of the meeting.*

<u>First Quarter Milestone(s)</u>	Date <u>10/1/17 – 12/31/17</u>	<u>Verification of Milestones</u>
1. All members or representative present at meeting		Meeting attendance sheets
<u>Second Quarter Milestone(s)</u>	Date <u>1/1/18 – 3/31/18</u>	<u>Verification of Milestones</u>
1. All members or representative present at meeting		Meeting attendance sheets
<u>Third Quarter Milestone(s)</u>	Date <u>4/1/18 – 6/30/18</u>	<u>Verification of Milestones</u>
1. All members or representative present at meeting		Meeting attendance sheets
<u>Fourth Quarter Milestone(s)</u>	Date <u>7/1/18 – 9/30/18</u>	<u>Verification of Milestones</u>
1. All members or representative present at meeting		Meeting attendance sheets

Performance Target #2

*100% of Child Abuse Cases that are registered with the State Central Registry will have joint involvement from Law enforcement and Child Protective Services when those reports alleged that a crime has been committed by the parent or guardian of the child/children.*

First Quarter Milestone(s)      Date 10/1/17 – 12/31/17      Verification of Milestones

1. Law Enforcement and CPS  
worker assigned to Child Abuse Case      Documented in Case notes

Second Quarter Milestone(s)      Date 1/1/18 – 3/31/18      Verification of Milestones

1. Law Enforcement and CPS  
worker assigned to Child Abuse Case      Documented in Case notes

Third Quarter Milestone(s)      Date 4/1/18 – 6/30/18      Verification of Milestones

1. Law Enforcement and CPS  
worker assigned to Child Abuse Case      Documented in Case notes

Fourth Quarter Milestone(s)      Date 7/1/18 – 9/30/18      Verification of Milestone

1. Law Enforcement and CPS  
worker assigned to Child Abuse Case      Documented in Case notes

**Performance Target #3**

*100% of Multidisciplinary Team cases will be offered Victim Advocacy services to victims and non-offending family members and caregivers.*

<u>First Quarter Milestone(s)</u>	<u>Date</u>	<u>10/1/17 – 12/31/17</u>	<u>Verification of Milestones</u>
1. Location of Interview reported			Documented in Case notes Quarterly Report
<u>Second Quarter Milestone(s)</u>	<u>Date</u>	<u>1/1/18 – 3/31/18</u>	
1. Location of Interview reported			Documented in Case notes Quarterly Report
<u>Third Quarter Milestone(s)</u>	<u>Date</u>	<u>4/1/18 – 6/30/18</u>	
1. Location of Interview reported			Documented in Case notes Quarterly Report
<u>Fourth Quarter Milestone(s)</u>	<u>Date</u>	<u>7/1/18 – 9/30/18</u>	
1. Location of Interview reported			Documented in Case notes Quarterly Report

**Performance Target #4**

*At least 50% of children initially identified as a victim will have forensic interview conducted at the Child Advocacy Center.*

<u>First Quarter Milestone(s)</u>	<u>Date</u>	<u>10/1/17 – 12/31/17</u>	<u>Verification of Milestones</u>
1. Location of Interview reported			Documented in Case notes Quarterly Report
<u>Second Quarter Milestone(s)</u>	<u>Date</u>	<u>1/1/18 – 3/31/18</u>	
1. Location of Interview reported			Documented in Case notes Quarterly Report
<u>Third Quarter Milestone(s)</u>	<u>Date</u>	<u>4/1/18 – 6/30/18</u>	
1. Location of Interview reported			Documented in Case notes Quarterly Report
<u>Fourth Quarter Milestone(s)</u>	<u>Date</u>	<u>7/1/18 – 9/30/18</u>	
1. Location of Interview reported			Documented in Case notes Quarterly Report

## Attachment D

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

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

**A. Advance Payment and Recoupment Language (if applicable):**

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of Forty percent (40 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (33.3 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date
- Monthly Reimbursement  
Due date
- Biannual Reimbursement  
Due date
- Fee for Service Reimbursement  
Due date

- Rate Based Reimbursement  
Due date
- Fifth Quarter Reimbursement  
Due date
- Milestone/Performance Reimbursement  
Due date/Frequency
- Scheduled Reimbursement  
Due date/Frequency

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports *(select the applicable report type):*

Narrative/Qualitative Report

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

Statistical/Quantitative Report

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

Expenditure Report

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

Final Report

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

Consolidated Fiscal Report (CFR)<sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.



## **B. Progress-Based Reports**

### **1. Progress Reports**

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

### **2. Final Progress Report**

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_ days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.





# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> 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](mailto:publichealth@ocgov.net)

August 24, 2017

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

FN 20 17-298

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

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.  
County Executive

Re: Tuberculosis Control Program  
Contract Number 015061

WAYS & MEANS

Date 9/5/17

Dear Mr. Picente:

Attached are five (5) copies of an amendment to the Master Contract between Oneida County through its Health Department and the New York State Department of Health for the performance of the Tuberculosis Control Program.

Through this grant, the Oneida County Health Department – Clinic Services is responsible for preventing the spread of tuberculosis (TB) disease and to educate health care workers, community agencies, and the public about TB. Efforts include ensuring that patients with TB disease and those at high risk for progression to TB disease are identified and receive treatment.

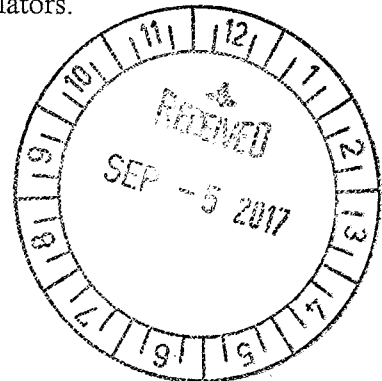
This is a five year grant which began on March 31, 2014 and ends March 31, 2019. The annual terms were expected to be funded equally at \$48,930. The current term of April 1, 2017 through March 31, 2018 and the final term of April 1, 2018 through March 31, 2019 have each been reduced to \$39,166 each year. This modifies the five-year total from \$244,650 to \$225,122.

This is a program mandated by Public Health Law.

If this contact 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  

**Name & Address of Vendor:** NYS Department of Health  
Bureau of Tuberculosis Control  
ESP Corning Tower- Room 575  
Albany, New York 12237-0669

**Title of Activity or Service:** Public Health Tuberculosis Control Program

**Proposed Dates of Operation:** March 31, 2014 through March 30, 2019

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

This is an amendment to contract #015061 for a reduction to the final two terms of the five-year agreement. The Oneida County Health Department will work toward the national objective of TB elimination. The critical elements of a Tb control program include early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directory observed therapy, aggressive investigations of contracts, treatment of latent TB infection and educational programs.

**2) Program/Service Objectives and Outcomes:** To decrease morbidity to the point of disease elimination

**3) Program Design and Staffing:** In accordance with the grant's workplan

**Total Funding Requested:** \$255,122      **Expense Account #** 4014  
**Revenue Account #** A3414

**Oneida County Dept. Funding Recommendation:** \$255,122

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

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

**Past Performance Data:** N/A

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

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

**CONTRACTOR:**

Oneida County Health Department  
Adirondack Bank Bldg., 5th Fl., 185 Genesee St.  
Utica, NY 13501

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

Printed Name

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

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

**STATE AGENCY:**

New York State Department of Health  
Bureau of Tuberculosis Control  
Corning Tower Building, Room 575  
Albany, NY 12237

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

Adrienne Mazeau, MPA, BA  
Printed Name

Title: Associate Director, Center for Community 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

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

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

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

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

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

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 03/31/2017

To: 03/30/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$7148.96		%		\$7148.96
b) Fringe	\$722.04		%		\$722.04
Subtotal	\$7871.00	\$0.00		\$0.00	\$7871.00
2. Non Personal Services					
a) Contractual Services	\$30732.85		%		\$30732.85
b) Travel	\$247.40		%		\$247.40
c) Equipment			%		\$0.00
d) Space/Property & Utilities			%		\$0.00
e) Operating Expenses			%		\$0.00
f) Other	\$314.75		%		\$314.75
Subtotal	\$31295.00	\$0.00		\$0.00	\$31295.00
<b>TOTAL</b>	\$39166.00	\$0.00		\$0.00	\$39166.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
PERSONAL SERVICES DETAIL**

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1. Supervising Public Health Nurse (TB Coordinator)	\$ 51,064.00	35.00	14.00%	12	\$ 7,148.96
2.			0.00%		\$0.00
3.			0.00%		\$0.00
4.			0.00%		\$0.00
5.			0.00%		\$0.00
6.			0.00%		\$0.00
7.			0.00%		\$0.00
8.			0.00%		\$0.00
9.			0.00%		\$0.00
10.			0.00%		\$0.00
11.			0.00%		\$0.00
12.			0.00%		\$0.00
13.			0.00%		\$0.00
14.			0.00%		\$0.00
15.			0.00%		\$0.00
Subtotal					\$ 7148.96
FRINGE - TYPE/DESCRIPTION					
10.1% Fringe for TB Coordinator					\$722.04
<b>PERSONAL SERVICES TOTAL</b>					<b>\$ 7,871.00</b>



**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
**NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1. TB Clerical (26.5 hours per week)	\$30732.85
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$30732.85

TRAVEL - TYPE/DESCRIPTION	TOTAL
1. Mileage related to TB program duties	\$247.40
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$247.40

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
TOTAL		\$0.00

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$0.00

OTHER - TYPE/DESCRIPTION	TOTAL
1. Interpretation cost	\$314.75
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$314.75

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 03/31/2018  
To: 03/30/2019

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$6609.75		%		\$6609.75
b) Fringe	\$667.58		%		\$667.58
Subtotal	\$7277.33	\$0.00		\$0.00	\$7277.33
2. Non Personal Services					
a) Contractual Services	\$31387.40		%		\$31387.40
b) Travel	\$250.00		%		\$250.00
c) Equipment			%		\$0.00
d) Space/Property & Utilities			%		\$0.00
e) Operating Expenses			%		\$0.00
f) Other	\$251.27		%		\$251.27
Subtotal	\$31888.67	\$0.00		\$0.00	\$31888.67
TOTAL	\$39166.00	\$0.00		\$0.00	\$39166.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
**PERSONAL SERVICES DETAIL**

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1. Supervising Public Health Nurse (TB Coordinator)	\$ 52,878.00	35.00	12.50%	12	\$ 6,609.75
2.			0.00%		\$0.00
3.			0.00%		\$0.00
4.			0.00%		\$0.00
5.			0.00%		\$0.00
6.			0.00%		\$0.00
7.			0.00%		\$0.00
8.			0.00%		\$0.00
9.			0.00%		\$0.00
10.			0.00%		\$0.00
11.			0.00%		\$0.00
12.			0.00%		\$0.00
13.			0.00%		\$0.00
14.			0.00%		\$0.00
15.			0.00%		\$0.00
Subtotal					\$ 6609.75
FRINGE - TYPE/DESCRIPTION					
10.1% Fringe for TB Coordinator					\$667.58
<b>PERSONAL SERVICES TOTAL</b>					<b>\$ 7,277.33</b>

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
**NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1. TB Clerical (26.5 hours per week)	\$31387.40
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$31387.40

TRAVEL - TYPE/DESCRIPTION	TOTAL
1. Mileage related to TB program duties	\$250.00
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$250.00

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
TOTAL		\$0.00

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

OTHER - TYPE/DESCRIPTION		TOTAL
1.	Interpretation cost	\$251.27
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$251.27



**ATTACHMENT C – WORK PLAN  
SUMMARY**

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 3/31/2017  
To: 3/30/2018

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**The Oneida County Health Department will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include: early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contacts, treatment of latent TB infection, and educational programs.**

**ATTACHMENT C - WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1: 100% of information on all newly reported TB suspects/cases and 100% of all contacts to cases will be reported electronically through the NYS DOH Health Commerce System (HCS)</p>	<p>personal services</p>	<p>a. Initial report of a case/suspect is required to be reported to the county by the provider within 24 hours. Providers need to be educated on all reporting requirements.</p>	<p>i. Initial case report and periodic updates will be provided to the NYSDOH BTBC Regional TB Representative via telephone by the TB coordinator or nursing staff.</p> <p>ii. The TB coordinator-will evaluate if objectives are met for the year</p> <p>iii. The TB coordinator-will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>b. An electronic report of the confidential case report (DC103) on HCS by the county should be submitted as soon as possible, even if bacteriologic evidence is lacking.</p>	<p>i. Complete electronic reporting (DC103) via the Health Commerce System (HCS), as soon as possible. Person Responsible: TB Coordinator, Nursing Staff</p> <p>ii. The TB coordinator will evaluate if objectives are met for the year</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>c. Submission of the</p>	<p>i. The TB supplemental will be reported electronically within 2</p>

		<p>supplemental TB patient report can be submitted within 2 weeks of the DC 103.</p> <p>d. Contacts should be submitted electronically for every TB case (pulmonary and extrapulmonary) reported in your jurisdiction</p>	<p>weeks of the DC103 will be accomplished. Person Responsible: TB Coordinator, Nursing Staff</p> <p>ii. The TB coordinator will evaluate if objectives are met for the year iii. The TB coordinator will compare to previous years, and discuss changes iv. The TB coordinator will discuss any performance improvement plan needed.</p> <p>i. Submission of contacts will be reported as soon as possible for every pulmonary and extra-pulmonary TB case reported in our jurisdiction. Person Responsible: Clerical staff</p>
			<p>ii. The TB coordinator will evaluate if objectives are met for the year iii. The TB coordinator will compare to previous years, and discuss changes iv The TB coordinator will discuss any performance improvement plan needed.</p>

**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>2: For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%.</p>	<p>personal services</p>	<p>a. Initial treatment with at least 4 drugs</p>	<p>i. TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately. Person Responsible: Medical Consultant</p> <p>ii. The TB coordinator will evaluate if objectives are met for the year</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>b. Ensure case management and treatment of persons with active TB through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), incentives and enablers.</p>	<p>i. Fulfillment of objective standards will be performed by TB Outreach staff and Health Department nursing staff. Bilingual staff and contracted interpreters will be utilized when needed. Person Responsible: The TB coordinator, Outreach Worker, Nursing Staff</p> <p>ii. The TB coordinator will evaluate if objectives are met for the year</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p>

			iv. The TB coordinator will discuss any performance improvement plan needed.
		c. Responsibility for successful treatment is clearly assigned to the public health program or private provider, not to the patient. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended.	i. TB case/suspect treatment will be monitored by the TB Coordinator/Medical Consultant. Daily or at minimum weekly case updates occur with involved staff to assure all problems are addressed. Each TB case will be reviewed by the TB Medical consultant at minimum, monthly and charts reviewed following the Clinic QA/QI policy and procedure. Person Responsible(s): Medical consultant TB coordinator, Nursing Staff
			ii. The TB coordinator will evaluate if objectives are met for the year
			iii. The TB coordinator will compare to previous years, and discuss changes
			iv. The TB coordinator will discuss any performance improvement plan needed.
		d. Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide treatment plan.	i. For those necessary diagnostic and treatment services not available on site, the TB Coordinator and nursing staff will be responsible to ensure they are provided elsewhere, as well as for monitoring the results of therapy. Person Responsible: The TB coordinator, Nursing Staff
			ii. The TB coordinator will evaluate if objectives are met for the year

			iii. The TB coordinator will compare to previous years, and discuss changes iv. The TB coordinator will discuss any performance improvement plan needed.
		e. Routine education and training provided to Health Care Providers on current recommended treatment guidelines.	i. Routine education and training provided to health care providers on current treatment guidelines will be provided through telephone consultation by TB Coordinator and nursing staff. St. Elizabeth Medical Center residents will be provided on site education upon request. Local Colleges, such as Utica College and SUNYIT nursing students may be provided onsite training upon request. Person Responsible: The TB coordinator, Nursing Staff
			ii. The TB coordinator will evaluate if objectives are met for the year iii. The TB coordinator will compare to previous years, and discuss changes iv. The TB coordinator will discuss any performance improvement plan needed.
		f. Treatment completion is defined by number of doses ingested, as well as duration of treatment.	i. The TB coordinator and/or nurse staff will keep close account of the number of doses ingested by patient and will report to Medical Consultant. Person Responsible: The TB coordinator, Nursing Staff
			ii. The TB coordinator will evaluate if objectives are met for the year

			<p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>h. The health department is responsible for ensuring adequate, appropriate diagnostic and treatment services are available, as well as monitoring the results of therapy.</p>	<p>i. The TB coordinator and/or nurse staff will follow monthly standing orders of laboratory testing, sputa collection and vision testing as needed and will report results to Medical Consultant. Person Responsible: The TB coordinator, Nursing Staff</p>
			<p>ii. The TB coordinator will evaluate if objectives are met for the year</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>i. Treatment should be based on each patient's clinical and social circumstances (patient-centered care), regardless of the source of supervision</p>	<p>i. TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately. Person Responsible: Medical Consultant</p>
			<p>ii. The TB coordinator will evaluate if objectives are met for the year</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>j. County medical TB consultant is responsible for reviewing care for all TB patients, as well as direct care for those treated in county clinics.</p>	<p>i. TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical</p>

			<p>consultant will also review care for those Oneida County TB patients treated privately.</p> <p>Person Responsible: Medical Consultant</p>
			<p>ii. The TB coordinator will evaluate if objectives are met for the year</p>
			<p>iii. The TB coordinator will compare to previous years, and discuss changes</p>
			<p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>



**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>3: Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 98%.</p>	<p>personal services</p>	<p>a. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days.</p>	<p>i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate. Person Responsible: TB Coordinator , Nursing Staff</p> <p>ii. The Medical Consultant and TB Coordinator and/or nursing staff will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>b. Follow-up of an average of 7 to 10 contacts per pulmonary case.</p>	<p>i. A minimum of two contact investigation interviews will be performed to assure all high priority contacts are identified. Person responsible: TB Coordinator , Nursing Staff</p> <p>ii.</p>

			<p>The Medical Consultant and the TB coordinator and/or nursing staff will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>c. Case infectiousness is a critical factor to optimal contact investigations.</p>	<p>iii</p> <p>i Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines. Person Responsible: Medical Consultant</p> <p>ii.</p> <p>The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes iv. The TB coordinator will discuss any performance improvement plan needed</p>

		d. Coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period.	<p>i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.</p> <p>Person Responsible: TB coordinator, Nursing Staff</p>
			<p>ii. The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p>
			<p>iii. The TB coordinator will compare to previous years, and discuss changes</p>
			<p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
			<p>Person Responsible: TB coordinator</p>
		e. Contacts in household, workplace, school and leisure settings should be explored	<p>i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.</p> <p>Person Responsible: TB coordinator</p>
			<p>ii. The Medical Consultant and the TB coordinator will monitor the percentage of</p>

			<p>sputum AFB smear positive patients with identified contacts.</p> <p>Person Responsible: the TB coordinator, Medical Consultant</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		f. Provision of clinic services convenient for patients.	<p>i. TB Coordinator and/or nursing staff will coordinate patient care according to patient's needs. Person Responsible: the TB coordinator, Nursing Staff</p>
			<p>ii. The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		g. Home visits should be conducted as part of the contact investigation, as well as hospital visits to interview the index patient to elicit contacts. The location should accommodate the patient's right to privacy.	<p>i. TB Coordinator or a nurse will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines. Person Responsible: the TB coordinator, Nursing Staff</p>
			<p>ii. The Medical Consultant and the TB coordinator will monitor the percentage of</p>

			<p>sputum AFB smear positive patients with identified contacts.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p> <p>Person Responsible: the TB coordinator</p>
		h. A minimum of two interviews is recommended to elicit all contacts.	<p>i. TB Coordinator or a nurse will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.</p> <p>Person Responsible: the TB coordinator, Nursing Staff</p>
			<p>ii. The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p> <p>Person Responsible: the TB coordinator</p>
		i. Sputum AFB smear positive patients are of highest priority, but not the only patients to be evaluated.	<p>i. Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.</p> <p>Person Responsible: Medical Consultant</p>
			<p>ii. The Medical Consultant and the TB</p>

			<p>coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p>
			<p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
			<p>Person Responsible: the TB coordinator</p>

**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
4: Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to 85%.	personal services	a. Factors critical to optimal contact investigations include contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection	<p>i. Contacts to sputum AFB smear-positive and all other TB cases will be evaluated for infection and disease according to the recommendations of the NYSDOH BTBC and the CDC. Quantiferon-TB Gold blood testing will be used, when possible, for foreign-born case contacts.</p> <p>Responsible Person(s): Medical Consultant and TB coordinator</p>
			<p>ii. The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p>

			<table border="1"> <tr> <td data-bbox="1089 590 1484 638">iii. The TB coordinator will compare to previous years, and discuss changes</td> </tr> <tr> <td data-bbox="1089 638 1484 686">iv. The TB coordinator will discuss any performance improvement plan needed.</td> </tr> </table>	iii. The TB coordinator will compare to previous years, and discuss changes	iv. The TB coordinator will discuss any performance improvement plan needed.									
iii. The TB coordinator will compare to previous years, and discuss changes														
iv. The TB coordinator will discuss any performance improvement plan needed.														
		<p>b. Assign priorities to individual contacts for evaluation and treatment according to the NYSDOH BTBC and the CDC. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure.</p>	<table border="1"> <tr> <td data-bbox="1089 730 1484 779">iii.</td> </tr> <tr> <td data-bbox="1089 779 1484 961"> <table border="1"> <tr> <td data-bbox="1089 779 1484 890">i. List of contacts, including assignment of priority level, will be submitted electronically upon initial and upon second round testing. Responsible Person(s): The TB Coordinator, and clerical staff</td> </tr> <tr> <td data-bbox="1089 890 1484 961">ii.</td> </tr> <tr> <td data-bbox="1089 961 1484 1100">The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</td> </tr> </table> </td> </tr> <tr> <td data-bbox="1089 1100 1484 1148"></td> </tr> <tr> <td data-bbox="1089 1148 1484 1197">iii. The TB coordinator will compare to previous years, and discuss changes</td> </tr> <tr> <td data-bbox="1089 1197 1484 1245">iv. The TB coordinator will discuss any performance improvement plan needed</td> </tr> <tr> <td data-bbox="1089 1245 1484 1293"></td> </tr> <tr> <td data-bbox="1089 1293 1484 1341">Person Responsible: the TB coordinator</td> </tr> <tr> <td data-bbox="1089 1341 1484 1398">iii.</td> </tr> </table>	iii.	<table border="1"> <tr> <td data-bbox="1089 779 1484 890">i. List of contacts, including assignment of priority level, will be submitted electronically upon initial and upon second round testing. Responsible Person(s): The TB Coordinator, and clerical staff</td> </tr> <tr> <td data-bbox="1089 890 1484 961">ii.</td> </tr> <tr> <td data-bbox="1089 961 1484 1100">The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</td> </tr> </table>	i. List of contacts, including assignment of priority level, will be submitted electronically upon initial and upon second round testing. Responsible Person(s): The TB Coordinator, and clerical staff	ii.	The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.		iii. The TB coordinator will compare to previous years, and discuss changes	iv. The TB coordinator will discuss any performance improvement plan needed		Person Responsible: the TB coordinator	iii.
iii.														
<table border="1"> <tr> <td data-bbox="1089 779 1484 890">i. List of contacts, including assignment of priority level, will be submitted electronically upon initial and upon second round testing. Responsible Person(s): The TB Coordinator, and clerical staff</td> </tr> <tr> <td data-bbox="1089 890 1484 961">ii.</td> </tr> <tr> <td data-bbox="1089 961 1484 1100">The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</td> </tr> </table>	i. List of contacts, including assignment of priority level, will be submitted electronically upon initial and upon second round testing. Responsible Person(s): The TB Coordinator, and clerical staff	ii.	The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.											
i. List of contacts, including assignment of priority level, will be submitted electronically upon initial and upon second round testing. Responsible Person(s): The TB Coordinator, and clerical staff														
ii.														
The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.														
iii. The TB coordinator will compare to previous years, and discuss changes														
iv. The TB coordinator will discuss any performance improvement plan needed														
Person Responsible: the TB coordinator														
iii.														
		<p>c. Define the duration, time period, and frequency of contact in various</p>	<table border="1"> <tr> <td data-bbox="1089 1398 1484 1493">i. TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines.</td> </tr> </table>	i. TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines.										
i. TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines.														

		environments that constitute exposure.	<p>Responsible Person(s): Medical Consultant and the TB coordinator</p> <p>ii.</p> <p>The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed</p>
		d. Develop standard criteria for expanding contact investigations.	<p>i. TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines.</p> <p>Responsible Person(s): Medical Consultant and the TB coordinator</p>
			<p>ii. The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		f. Complete evaluation of contacts consisting of initial and follow-up	<p>i. TB coordinator will follow the recommendations of the NYSDOH</p>



		<p>TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB infection (see updated MMWR guidelines, 6/25/10).</p>	<p>BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, the TB coordinator, Nursing Staff</p>
			<p>ii. The Medical Consultant and the TB coordinator will monitor the percentage of sputum AFB smear positive patients with identified contacts.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p> <p>Person Responsible: the TB coordinator</p>

**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>5: Increase the proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment to 78% and those who complete treatment to 76%.</p>	<p>personal services</p>	<p>a. Contact investigations should be initiated for all TB suspects and cases.</p>	<p>i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC. Responsible person(s): the TB coordinator, Nursing staff</p> <p>ii. The Medical Consultant and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed</p> <p>Person Responsible: the TB coordinator</p>
		<p>b. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days.</p>	<p>i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC. Responsible person(s): the TB coordinator</p> <p>ii. The Medical Consultant and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed</p>

		<p>c. TB programs should have a comprehensive contact investigation infrastructure or system with formal monitoring activities in place (i.e., TBTT worksheets).</p>	<p>i. TB Coordinator will complete line list and Submission of contacts will be reported as soon as possible. Responsible person(s): The TB Coordinator, nursing and clerical staff</p> <p>ii. The Medical Consultant and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed</p> <p>Person Responsible: the TB coordinator</p>
		<p>d. Provide language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI treatment and to encourage evaluation and treatment.</p>	<p>i. Language appropriate educational aides, when available, will be used for foreign-born persons to encourage evaluation and treatment of LTBI.</p> <p>Responsible Person: The TB Coordinator, nursing staff, interpreter.</p>
			<p>ii. The Medical Consultant and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed</p>
		<p>e. Infants and young children with recent infection are recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB.</p>	<p>i. Infants and young children with recent infection will be recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB Responsible Person: Medical</p>

			<p>Consultant</p> <p>ii. The Medical Consultant and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed</p>
		f. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended	<p>i. Patients will be seen monthly or weekly as needed by nursing staff and monitored for compliance with medication and for any side effects from medication.</p> <p>ii. Clerical staff and TB Outreach worker(s) will encourage appointment compliance through regular appointment reminders (ex. letters) and follow-up to missed appointments (ex. Letters, phone calls, home visits).</p> <p>Responsible Person(s): TB Coordinator, clerical staff, outreach workers, nursing staff</p>
			<p>iii. The Medical Consultant and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.</p> <p>iv. The TB coordinator will compare to previous years, and discuss changes</p> <p>v. The TB coordinator will discuss any performance improvement plan needed</p>

**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>6: Increase the proportion to 78% of TB cases reported with positive or negative HIV test result documented</p>	<p>personal services</p>	<p>a. All TB suspects/cases between the ages of 13 and 64 (or younger or older if there is evidence of risk activity) seen in public health clinics (and private offices) must be offered HIV testing.</p>	<p>i. HIV counseling and testing will routinely be offered and encouraged for all TB Clinic clients, especially those ages 13 to 64 years of age, identified and evaluated for TB exposure, infection or disease. Responsible Person: the TB coordinator and nursing staff.</p> <p>ii. For those patients tested elsewhere, results will be obtained with appropriate patient consent. Responsible Person: the TB coordinator and nursing staff.</p> <p>iii. The Medical Consultant and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.</p> <p>iv. The TB coordinator will compare to previous years, and discuss changes</p> <p>v. The TB coordinator will discuss any performance improvement plan needed.</p> <p>Person Responsible: the TB coordinator</p>
		<p>b. All TB suspects/cases must have documentation of positive or negative HIV test results obtained at the time of</p>	<p>i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department</p>

		<p>TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year.</p>	<p>nursing staff, including referral for medical care for those with positive results.  Responsible Person: the TB coordinator and nursing staff.</p> <p>ii. The Medical Consultant and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p> <p>Person Responsible: the TB coordinator</p> <p>iii.</p>
		<p>c. Consent for HIV testing can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record.</p>	<p>i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.  Responsible Person: the TB coordinator and nursing staff.</p> <p>ii. The Medical Consultant and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p>

			<p>iv. The TB coordinator will discuss any performance improvement plan needed.</p> <p>Person Responsible: the TB coordinator</p> <p>iii.</p>
		<p>d. Consent or refusal to be HIV tested should be noted in the patient's medical record including date and name of person ordering the test and/or making the note.</p>	<p>i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results. Responsible Person: the TB coordinator and nursing staff.</p>
			<p>ii. The Medical Consultant and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>e. Confidentiality of HIV test results is protected by law. Confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or to health insurers to obtain payment.</p>	<p>i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results. Responsible Person: the TB coordinator and nursing staff.</p>
			<p>ii. The Medical Consultant and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.</p>

			iii. The TB coordinator will compare to previous years, and discuss changes iv. The TB coordinator will discuss any performance improvement plan needed.
		f. Referral mechanisms in place to coordinate care, as needed, including public social service agency linkages.	I. Referral will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, for those individuals with positive results and those that are at high risk. Responsible Person: the TB coordinator and nursing staff.
			ii. The Medical Consultant and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. iii. The TB coordinator will compare to previous years, and discuss changes iv. The TB coordinator will discuss any performance improvement plan needed.

**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
7: Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a	personal services	a. Evaluations for TB disease should be completed within ninety days of arrival or notification to the county.	i. Immigrants and refugees designated as Class A and B will be evaluated and treated according to the recommendations of the NYSDOH BTBC Responsible Person(s): Medical consultant



recommended treatment for LTBI.  7A:evaluated within 90 days 73% 7B:completed LTBI treatment 75% (of those eligible & started on treatment)			the TB coordinator, nursing staff
			ii. The Medical Consultant and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. iii. The TB coordinator will compare to previous years, and discuss changes iv. The TB coordinator will discuss any performance improvement plan needed.
			iii.
		b. All persons with B class TB arriving to NYS should receive a thorough TB evaluation. The TB evaluation should be performed as it would for any high risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need.	I. Referrals are made by private agencies performing the RHA to the OCHD for TB evaluation. TB nursing staff will conduct TB nursing histories and report findings to Medical consultant. Responsible Person(s): The TB Coordinator, nursing staff, medical consultant.
			ii. The Medical Consultant and the TB Coordinator will monitor the percentage of those evaluated and completing treatment for LTBI. iii. The TB coordinator will compare to previous years, and discuss changes iv. The TB coordinator will discuss any performance improvement plan needed.
			Person Responsible: the TB coordinator
			iii.

		<p>c. NYS TB Follow-up worksheets should be completed and signed by the physician performing the assessment. If the evaluation is performed at the local health department, that should be noted on the worksheet.</p>	<p>i. Required forms will be completed and submitted meeting time requirements Responsible Person: the TB coordinator</p> <p>ii. The Medical Consultant and the TB Coordinator will monitor the percentage of those evaluated and completing treatment for LTBI.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p> <p>Person Responsible: the TB coordinator</p> <p>iii.</p>
		<p>d. NYS TB Follow-up worksheets must be returned to BTBC within 90 days of notification of arrival to the county.</p>	<p>i. Required forms will be completed and submitted meeting time requirements Responsible Person: the TB coordinator</p>
			<p>ii. The Medical Consultant and the TB Coordinator will monitor the percentage of those evaluated and completing treatment for LTBI.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>e. If all efforts to locate the patient are unsuccessful within the allotted time frame, worksheet should be returned to BTBC with the appropriate box checked</p>	<p>i. Class A and B patients that do not report themselves to the health department will receive phone call, letter and/or home visit to initiate evaluation. Use of registered mail will be considered. If these attempts are unsuccessful, form will be</p>

			<p>returned to NYSDOH reporting such efforts.</p> <p>Person Responsible: the TB coordinator</p>
			<p>ii. The Medical Consultant and the TB Coordinator will monitor the percentage of those evaluated and completing treatment for LTBI.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>
		<p>f. If the patient has moved and a forwarding address is available, this should be noted and the worksheet returned as soon as possible to BTBC.</p>	<p>i. Required forms will be completed and submitted meeting time requirements</p> <p>Responsible Person: the TB coordinator</p>
			<p>ii. The Medical Consultant and the TB Coordinator will monitor the percentage of those evaluated and completing treatment for LTBI.</p> <p>iii. The TB coordinator will compare to previous years, and discuss changes</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>

**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>8: Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60</p>	<p>personal services</p>	<p>a. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at the end of the initial phase of treatment, thus, obtaining sputum specimens at this juncture is</p>	<p>i. All sputum culture positive TB patients started on anti-TB chemotherapy will be isolated and submit sputum after two weeks of treatment. If sputum is AFB smear negative X 3, isolation is</p>

<p>days of treatment initiation to 63.5%.</p>		<p>critical, if sputum conversion to negative has not already been documented</p>	<p>discontinued and culture results are monitored. If AFB smear is positive, isolation is maintained. Sputum specimens are obtained once weekly until 3 negative smears are resulted.</p> <p>Responsible Person(s): Medical Consultant, TB coordinator, nursing staff</p> <p>ii. The Medical Consultant and the TB Coordinator will monitor the percentage of those sputum-negative culture results documented within 60 days.</p> <p>iii. The TB coordinator will explain reasons for conversion greater than 60 days.</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p> <p>Person Responsible: the TB coordinator</p> <p>iii.</p>
		<p>b. For patients who had positive AFB smears at the time of diagnosis, follow-up smears should be collected monthly or may be obtained at more frequent intervals (e.g., every 2 weeks until two consecutive specimens are negative) to provide an early assessment of the response to treatment</p>	<p>i.</p> <p>Sputum smear and culture results will be obtained monthly until two consecutive sputum negative culture specimens, taken at least one month apart, are resulted to assure an effective treatment regimen.</p> <p>Responsible Person: the TB coordinator</p> <p>ii. The Medical Consultant and the TB Coordinator will monitor the percentage of those sputum-negative culture results documented within 60 days.</p> <p>iii. The TB coordinator will explain reasons for conversion greater than 60 days.</p> <p>iv. The TB coordinator will discuss any performance improvement plan needed.</p>

			Person Responsible: the TB coordinator
			iii.
		c. The presence of cavitations on the initial chest radiograph combined with having a positive sputum culture at the time the initial phase of treatment is completed has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse).	<p>i. DOT is the standard of care in Oneida County for pulmonary TB cases. Responsible Person(s): Medical Consultant, the TB coordinator, Nursing Staff, Outreach Worker, Interpreter.</p>
			ii. The Medical Consultant and the TB Coordinator will monitor the percentage of those sputum-negative culture results documented within 60 days.
			iii. The TB coordinator will explain reasons for conversion greater than 60 days.
			iv. The TB coordinator will discuss any performance improvement plan needed.
			Person Responsible: the TB coordinator
			iii.
		d. Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause.	<p>i. NYSDOH BTBC will be consulted for any TB cases with positive cultures after 2 months of treatment. Responsible Person(s): Medical Consultant and the TB coordinator</p>
			ii. The Medical Consultant and the TB Coordinator will monitor the percentage of those sputum-negative culture results

			documented within 60 days.
			iii. The TB coordinator will explain reasons for conversion greater than 60 days.
			iv. The TB coordinator will discuss any performance improvement plan needed.

<i>Responsible Staff</i>	<i>Name and Title</i>
Medical Consultant	Susan Blatt, MD
Director of Health	Phyllis D. Ellis, BSN, MS, F.A.C.H.E
Deputy Director of Health	Patrice Bogan, FNP
Director of Clinic Services	Sandra Pejcic, BSN
TB Program Coordinator	Kay Roberts, SPHN
TB Clerk	Michele Fish, Clerk
TB Clinic Medical Interpreter/Outreach worker	Naw Lay, Translator
TB Clinic Outreach Worker	Jasmina Hodzic, Outreach Worker
TB Nurse	Lisa Wilcox, RN
TB Nurse	Marina Kistner, RN
TB Nurse	Elena Leshkevich, RN
TB Nurse	Valentina Osilovsky, RN



## 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 4, 2017

Oneida County Department of Health  
Adirondack Bank Building, 5<sup>th</sup> Floor  
185 Genesee Street  
Utica, New York 13501

Re: Contract funding for State Fiscal Year (SFY) 2017-2018  
Contract Initiative: Tuberculosis Prevention & Control  
Contract #: C029372

Dear Contractor:

In accordance with the appropriation reductions made in the 2017-18 New York State Aid to Localities enacted budget, the Department must reduce contracts funded by these appropriations. In the 2017-18 enacted budget, reductions were applied to contracts funded under the Public Health Campaign appropriation. Consequently, the above referenced contract must be reduced for the period March 31, 2017 to March 30, 2018 from \$ 48,930 to \$ 39,166 effective April 1, 2017. All future periods in this multiyear contract will also be reduced accordingly.

To implement this reduction, the contract budgets and workplans for the above referenced period must be amended.

Please submit revised budgets and workplans to your contract manager for review and initiation of a formal contract amendment.

The amended contract reflective of the reduction will need to be approved by the Office of the State Comptroller. Please submit the requested information no later than **May 19, 2017**.

In revising your contract budgets, please be aware that the 2017-2018 Cost of Living Adjustment payment notification letters will be issued in June 2017.

Sincerely,

Stephen E. Hughes, Ph. D., Assistant Director  
Bureau of Tuberculosis Control

## Appendix H

for CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
  - A. "Business Associate" shall mean CONTRACTOR.
  - B. "Covered Program" shall mean the STATE.
  - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
  - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
  - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
    1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    5. Contact procedures for Covered Program to ask questions or learn additional information.
  - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same



restrictions and conditions that apply to Business Associate with respect to such information.

- E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
  - F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
  - G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
  - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
  - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
  - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
  - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.

- C. Effect of Termination.

- 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

- V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

- VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>New York State Department of Health          Bureau of Tuberculosis Control          Corning Tower Building, Room 575          Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH-01/3450000</p> <p>CONTRACT NUMBER: C-029372</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 Health Department</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>NA</p>	<p>PROJECT NAME:</p> <p>Tuberculosis Prevention &amp; Control</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595          Federal Tax ID Number: 300100000          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 Health Department          Adirondack Bank Bldg., 5th Fl., 185 Genesee St.          Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code:300100000  <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:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C-029372

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b> From: 03/31/2014      To: 03/30/2019</p> <p><b>CURRENT CONTRACT PERIOD:</b> From: 03/31/2014      To: 03/30/2019</p> <p><b>AMENDED TERM:</b> From:                      To:</p> <p><b>AMENDED PERIOD:</b> From:                      To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b> (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 244,650</p> <p>AMENDED: \$ 225,122</p> <p><b>FUNDING SOURCE(S)</b></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	03/31/2014-03/30/2015	\$ 48,930		
2	03/31/2015-03/30/2016	\$ 48,930		
3	03/31/2016-03/31/2017	\$ 48,930		
4	03/31/2017-03/30/2018	\$ 48,930	03/31/2017-03/30/2018	\$ 39,166
5	03/31/2018-03/30/2019	\$ 48,930	03/31/2018-03/30/2019	\$ 39,166

**ATTACHMENTS PART OF THIS AGREEMENT:**

- |  |   |
|--|---|
| <p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> Other: Appendix H</p> | <p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants and Requirements Mandated by Federal Laws</p> <p><input type="checkbox"/> B-1 Expenditure Based Budget      <input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget                      <input type="checkbox"/> B-4 Net Deficit Budget</p> <p><input checked="" type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p> <p><input type="checkbox"/> B-4(A) Net Deficit Budget (Amendment)</p> |
|--|---|

Contract Number: # C-029372

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part A. Agency Specific Clauses**

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

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

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

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

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development

633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

- G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

- a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
- b) For a nonprofit organization other than
  - (i) an institution of higher education,
  - (ii) a hospital, or
  - (iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

- c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

- d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.



a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**Corning Tower, Room 575 (see next page)**

**S.** If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

**T.** Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name: Stephen E. Hughes, PhD.

Title: Assistant Bureau Director, Bureau of Tuberculosis Control

Address: Corning Tower, Room 575

Albany, New York 12237

Telephone Number: (518) 474-4845

Facsimile Number: (518) 473-6164

E-Mail Address: stephen.hughes@health.ny.gov

**Insert Vendor/Grantee Name Here**

Name: Phyllis D. Ellis, BSN, MS, FACHE

Title: Director of Public Health, Oneida County Health Department

Address: Adirondack Bank Bldg., 5<sup>th</sup> Floor

185 Genesee Street

Utica, New York 13501

Telephone Number: (315) 798-5633

Facsimile Number: (315) 798-5633

E-Mail Address: pellis@ocgov.net

**Part B. Program Specific Clauses**

Attachment A-1 Part B intentionally omitted.

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> 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

July 31, 2017

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

FN 20

17299

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

Anthony J. Picente, Jr.  
County Executive

Date 8/30/17

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

Please find (3) three copies of an Agreement between NYS Department of Health and the Oneida County Department of Health for the provision of services through the Children with Special Health Care Needs Program. Oneida County has been awarded funding for the time period of October 1, 2017 to September 30, 2020 in the amount of \$95,769.00.

*This contract requires Board of Legislature approval prior to October 1, 2017.*

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.  
Director of Health



Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** NYS Department of Health  
Corning Tower  
Empire State Plaza  
Albany, NY 12237

**Title of Activity or Service:** Children with Special Health Care Needs Program

**Proposed Dates of Operation:** October 1, 2017 to September 30, 2020

**Client Population/Number to be Served:** Children and Youth with Special Health Care Needs

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** This program seeks to improve the system of care for children and youth from birth to 21 years of age. Oneida County's program acts as a resource and referral mechanism to empower families to advocate for the best health care to meet their children's needs.
- 2) **Program/Service Objectives and Outcomes:** Provide families with information regarding health insurance, increase awareness and knowledge of tools and resources, information about transitioning to adult health care.
- 3) **Program Design and Staffing:** Oneida County Health department professional and support staff will implement activities to reach goals and objectives.

**Total Funding Requested:** \$95,769.00 Account # A4011 3401.02

**Oneida County Dept. Funding Recommendation:** \$95,769.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State: \$95,769.00  
County: \$0.00

**Cost per Client Served:** This amount varies based on number of referrals made to this program

**Past Performance Data:** \$88,101.00

**O.C. Department Staff Comments:**

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):                  Department of Health                   Department of Health                  Corning Tower                  Empire State Plaza                  Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID:     DOH01                  CONTRACT NUMBER:     DOH01-C32674GG-3450000                  CONTRACT TYPE:  <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:                  ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE:  <input checked="" type="checkbox"/> New  <input type="checkbox"/> Renewal  <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:                  Oneida County Public Health Department</p>	<p>PROJECT NAME:                  Children with Special Health Care Needs Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:                   NYS Vendor ID Number:     1000002595                  Federal Tax ID Number:     156000460                  DUNS Number (if applicable):     075814186</p>	<p>AGENCY IDENTIFIER:                   CFDA NUMBER (Federally Funded Grants Only):                  93.994</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:                  800 PARK AVE                  UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:  <input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code:     300100000000  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:                   Exemption State/Code:   <input type="checkbox"/> Sectarian Entity</p>

Contract Number: #     DOH01-C32674GG-3450000



**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b> From: 10/01/2017                      To: 09/30/2020</p> <p><b>CURRENT CONTRACT PERIOD:</b> From: 10/01/2017                      To: 09/30/2020</p> <p><b>AMENDED TERM:</b> From:    To:</p> <p><b>AMENDED PERIOD:</b> From:    To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b> (Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p><b>CURRENT:</b>            \$95,769.00</p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p align="center"> <input type="checkbox"/> State  <input checked="" type="checkbox"/> Federal  <input type="checkbox"/> Other         </p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:*

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	10/01/2017-09/30/2018	\$31,923.00		
2	10/01/2018-09/30/2019	\$31,923.00		
3	10/01/2019-09/30/2020	\$31,923.00		
4				
5				

Contract Number: #    DOH01-C32674GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:  A-1 Program Specific Terms and Conditions  
 A-2 Federally Funded Grants
- Attachment B:  B-1 Expenditure Based Budget  
 B-2 Performance Based Budget  
 B-3 Capital Budget  
 B-4 Net Deficit Budget  
 B-1 (A) Expenditure Based Budget (Amendment)  
 B-2 (A) Performance Based Budget (Amendment)  
 B-3 (A) Capital Budget (Amendment)  
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment M

Contract Number: # DOH01-C32674GG-3450000

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and ( if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:  
ONEIDA COUNTY OF

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

Printed Name

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

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

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Health \_\_\_\_\_

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

Printed Name

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

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

ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

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

Printed Name

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

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

STATE COMPTROLLER'S SIGNATURE

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

Printed Name

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

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

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

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

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

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).  
Contract Number: # DOH01-C32674GG-3450000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

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

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

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

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

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.



## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

## C. Termination:

### 1. Grounds:

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

### 2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or
  - (ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

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

**B. Advance Payment and Recoupment:**

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

**C. Claims for Reimbursement:**

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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

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

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

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

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

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

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

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

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

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



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

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

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

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

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

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

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

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

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

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

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

#### **H. Notification of Significant Occurrences:**

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

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

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

**B. Subcontractors:**

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

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

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

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

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

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

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

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

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

##### **1. General:**

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

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

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

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

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

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

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

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

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

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

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

**3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

**G. Publicity:**

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

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

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

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

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

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

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

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

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

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



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

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

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

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

- 1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

**N. Vendor Responsibility:**

- 1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

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

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

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

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

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

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

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

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**

**Part A. Agency Specific Clauses**

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

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

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

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

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that

the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development

633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwb certification@esd.ny.gov](mailto:mwb certification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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

**F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors:** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national



origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**Submit electronically to: [dfh.boa@health.ny.gov](mailto:dfh.boa@health.ny.gov)**

**S.** If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

**T. Certification Regarding Environmental Tobacco Smoke:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name: Randall Sicko

Title: HPA 1

Address: ESP, Corning Tower, Rm 859, Albany, NY 12237

Telephone Number: 518-473-4441

Facsimile Number: 518-473-3391

E-Mail Address: Randall.Sicko@health.ny.gov

**Vendor/Grantee**

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

**Part B. Program Specific Clauses**

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part B. Program Specific Clauses**

**New York State Department of Health**

**Department of Health Program Name: Center for Community Health**

**Initiative Name: Children With Special Health Care Needs**

**A. SUBCONTRACTS**

1. In addition to those terms set forth in the Master Contract concerning subcontractors, the following terms shall also apply:
  - a. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
  - b. The Department shall have the right to contact any subcontractor directly concerning the Performance of the obligations contained herein and to require the attendance of the Subcontractor at any or all meetings between the Contractor and Department, at which the performance of the Contractor pursuant to this Master Contract will be discussed.
  - c. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractors request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this Master Contract , or at the direction of the Department, used to provide additional services provided for under this Master Contract.

- B.** The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this Master Contract. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.

**C. PUBLICATIONS AND COPYRIGHTS**

1. The Contractor agrees that any and all materials, publications, videos or curricula conceived, produced and/or reduced to practice pursuant to this Master Contract, or with monies supplied pursuant to this Master Contract, shall become property of the Department.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part B. Program Specific Clauses**

**New York State Department of Health**

2. Pursuant to Section IV(G)(2)(a) of the Master Contract, the Contractor shall acknowledge the support of the State and Department of Health with the following language: “Produced with funding from The New York State Department of Health, Division of Family Health.”
3. Except as otherwise provided in Section IV(G)(3) of the Master Contract, the Department and the State of New York expressly reserve the right to reproduce, publish distribute, copyright or otherwise use, in perpetuity, any and all materials, publications, videos or curricula conceived and produced pursuant to this Master Contract and all the activities supported thereunder.
4. The Contractor agrees that unless otherwise provided by the terms of this Master Contract, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this Master Contract, or permitting others to do so without the prior written consent of the Department.
5. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.

**D. PURCHASING**

1. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide , to the maximum extent practicable, open and free competition.
2. In addition to the requirements of Section IV (D) of the Master Contract, procurement records and files for purchases in excess of \$5,000 shall include the following:
  - a. basis for selection;
  - b. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
  - c. justification for lack of competition when competitive bids or offers are not obtained;
  - d. basis for award cost or price.

- E.** Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this Master Contract and shall be reimbursed pursuant to the terms of Section III (5) of the Master Contract.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part B. Program Specific Clauses**

**New York State Department of Health**

**F. EQUIPMENT/INVENTORY REPORT**

1. In addition to the requirements contained in Section IV (c) (1) and Section IV (D) (2) of the Master Contract, A complete inventory of all property as defined in Section IV (D) (1) shall be maintained by the Contractor who shall report to the appropriate Program Director of the State Department of Health acquisitions of equipment. All such equipment shall be identified in a suitable manner. An annual inventory of such equipment shall be submitted to such Program Director by the Contractor and is to be inclusive of all such equipment received during the contract year, within 45 days after the completion of the services to be performed under this Master Contract. Disposition of the inventoried property will be made in accordance with the Master Contract and applicable provisions of law.

**G. HEALTHY MEETING GUIDELINES**

For Agreements under Which Contractors Receive Reimbursement from the State for all or a portion of meeting costs: By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the Departments' requirements for healthy meetings when the State is reimbursing for all or a portion of the meeting costs. The Department reserves the right to review the site, menu and agenda so that the State can ensure the nutrition, physical activity, sustainability and tobacco-free guidelines are met. The Healthy Meeting Guidelines and frequently asked questions can be accessed at: 3TU [http://www.health.ny.gov/funding/cch\\_hmr\\_faq.pdf](http://www.health.ny.gov/funding/cch_hmr_faq.pdf).

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part B. Program Specific Clauses**

**New York State Department of Health**

**H. REFUSAL OF FUNDS FROM TOBACCO-RELATED ENTITIES**

By signing this AGREEMENT, the CONTRACTOR certifies that it has a written policy prohibiting any affiliation<sup>1</sup> with a tobacco company or tobacco product manufacturer<sup>2</sup> including receipt of gifts, grants, contracts, financial support and in-kind support, and other relationships. CONTRACTOR certifies that no not-for-profit subcontractors receiving funding through this AGREEMENT for work instrumental to achieving the goals and objectives of the grant has any affiliation with a tobacco company or tobacco product manufacturer. More information regarding tobacco-free requirements, including frequently asked questions, can be found at: [http://www.health.ny.gov/funding/cch\\_rfte\\_faq.pdf](http://www.health.ny.gov/funding/cch_rfte_faq.pdf).

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<sup>1</sup> Affiliation:

- being employed by or contracted to any tobacco company, association or any other agents known by you to be acting
- for tobacco companies or associations;
- receiving honoraria, travel, conference or other financial support from any tobacco company, association or any other
- agents known by you to be acting for or in service of tobacco companies or associations;
- receiving direct or indirect financial support for research, education or other services from a tobacco company,
- association or any agent acting for or in service of such companies or associations, and;
- owning a patent or proprietary interest in a technology or process for the consumption of tobacco or other tobacco use
- related products or initiatives.

<sup>2</sup> Tobacco company or tobacco product manufacturer: any person, corporation or entity, including any repacker or relabeler, who:

- manufactures, fabricates, assembles, processes, or labels a tobacco product; or
- imports a finished tobacco product for sale or distribution in New York State.

**ATTACHMENT A-2  
FEDERALLY FUNDED GRANTS**

**Part A. AGENCY SPECIFIC CLAUSES**

**A. Federal Certifications:** This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

a) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

b) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

c) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

(i) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an

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officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

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

(ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.

(iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

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- (ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- (iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

2. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

3. Certification Regarding Debarment and Suspension: Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after

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August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

a) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

**Instructions for Certification**

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (iv) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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- (vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- (vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- (viii) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (ix) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- (i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**B. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being

November 13, 2014

audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
  - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

#### **Part B. Program Specific Federal Clauses**

Attachment A-2 Part B intentionally omitted.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET**

**SUMMARY**

PROJECT NAME: Children with Special Health Care Needs Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2017

To: 09/30/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$20,500.03	\$0.00	0 %	\$0.00	\$20,500.03
b) Fringe	\$9,382.00	\$0.00	0 %	\$0.00	\$9,382.00
Subtotal	\$29,882.03	\$0.00	0 %	\$0.00	\$29,882.03
2. Non Personal Services					
a) Contractual Services	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Travel	\$140.97	\$0.00	0 %	\$0.00	\$140.97
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$300.00	\$0.00	0 %	\$0.00	\$300.00
e) Operating Expenses	\$1,100.00	\$0.00	0 %	\$0.00	\$1,100.00
f) Other	\$500.00	\$0.00	0 %	\$0.00	\$500.00
Subtotal	\$2,040.97	\$0.00	0 %	\$0.00	\$2,040.97
TOTAL	\$31,923.00	\$0.00	0 %	\$0.00	\$31,923.00

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY						
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL	
Public Health Nurse- Michelle Jones	\$66,002.00	37	21.5	12	\$14,190.52	
Director Special Children Services- Barbara Pellegrino	\$85,159.00	37	3	12	\$2,554.76	
Office Specialist II	\$11,378.00	17.5	33	12	\$3,754.75	
				Subtotal	\$20,500.03	
<b>TOTAL FRINGE</b>						
					\$9,382.00	
				PERSONAL SERVICES TOTAL	\$29,882.03	



ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
 NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
TOTAL	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL**

TRAVEL - TYPE/DESCRIPTION	TOTAL
Travel to meeting, trainings and community events	\$140.97
TOTAL	\$140.97

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
TOTAL	

	TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
Telephone		\$300.00
	TOTAL	\$300.00

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
Print and Copy	\$350.00
Postage	\$250.00
Supplies	\$500.00
TOTAL	\$1,100.00

OTHER - TYPE/DESCRIPTION	TOTAL
Staff Development Training	\$500.00
TOTAL	\$500.00



ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Children with Special Health Care Needs Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2017  
To: 09/30/2018

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes. CSHCN Program activities are responsive to the needs of families and youth. CSHCN will increase the families' and youth's satisfaction with CSHCN Program activities by eliciting family and youth satisfaction with services provided by the CSHCN Program (using a standardized survey tool provided by the Department) including feedback from those individuals of diverse cultures.

ATTACHMENT C - WORK PLAN

DETAIL

<b>Objective</b>	
1	Program Administration
<b>Tasks</b>	
1	Develop and maintain an updated organizational chart of all personnel, including any vacant positions. Within the chart, include all personnel who perform CSHCN activities and the location of the CSHCN Program (submit with 1st quarterly report)
<u>Performance Measures</u>	
1	Organizational Chart - LHD/LGU will submit an organizational chart with the first quarter report by February 1st annually.

<b>Objective</b>	
2	Policies and Procedures
<b>Tasks</b>	
1	Develop and update as needed CSHCN Program (including Physically Handicapped Children's Program (PHCP) when applicable) policies and procedures for daily use, orientation of new staff and in-service education.
<u>Performance Measures</u>	
1	Policies and Procedures are kept current - Relevant CSHCN and PHCP policies and procedures are written, reviewed and kept current.

<b>Tasks</b>	
2	Manuals are centrally located and available for use by LHD staff and for review by NYSDOH staff during the site visit review process or upon request.
<u>Performance Measures</u>	
1	Policies and Procedures located where accessible by staff - LHD staff report where the policies and procedures are located.
Goal: 100% of LHD/LGU will have up-to-date policies and procedures in place.	

ATTACHMENT C - WORK PLAN

DETAIL

<b>Objective</b>
3 Program Services
<b>Tasks</b>
1 Determine if each CSHCN served by the program has insurance. <u>Performance Measures</u> 1 Insurance Status - Each CSHCN record has a response for either type of insurance or has no insurance. Goal: 100% of CSHCN served by the program will have documentation of insurance in their records.
<b>Tasks</b>
2 Determine if each CSHCN served by the program has a primary care provider. <u>Performance Measures</u> 1 Primary Care Provider Status - Each CSHCN record has a response for whether they have or do not have a primary care provider. Goal: 95% of CSHCN served by the program will have documentation of primary care provider in their records.
<b>Tasks</b>
3 Provide families with information, guidance and referrals about insurance and gap-filling programs, including but not limited to the New York State of Health (The Official Health Plan Marketplace) and Navigators, . . . <u>Performance Measures</u> 1 Insurance Referral - Each CSHCN without insurance will have a record of a referral for insurance. Goal: 95% of CSHCN referred to insurance or gap filling programs will have documentation of outcome for referrals in their records. Follow up to determine outcomes of referrals related to insurance and health services and document outcomes
<b>Tasks</b>
4 . . . PHCP (if Treatment Program offered) and SSL. <u>Performance Measures</u> 1 Insurance Status - Each CSHCN record has a response for either type of insurance or has no insurance. Goal: 100% of CSHCN served by the program will have documentation of insurance in their records.

ATTACHMENT C - WORK PLAN

DETAIL

<b>Tasks</b>	
5	Follow up to determine outcomes of referrals related to insurance and health services and document outcomes.
<u>Performance Measures</u>	
1	Insurance Referral Outcome - Each CSHCN with a referral related to insurance and gap filling programs will have an outcome documented.
Goal: 95% of CSHCN referred to insurance or gap filling programs will have documentation of outcome for referrals in their records.	

<b>Objective</b>	
4	Community Resources

<b>Tasks</b>	
1	Provide families with information, guidance, referrals and links about available community resources; refer to resources and follow up on outcomes of referrals; and document outcomes.
<u>Performance Measures</u>	
1	Community Resource Outcome - Each CSHCN with a referral to community resources will have an outcome documented.
Goal: 100% of CSHCN referred for community resources will have documented outcome(s) in their records.	

ATTACHMENT C - WORK PLAN

DETAIL

**Objective**

5 Outreach and Education

**Tasks**

1 LHD shall provide information via print or electronic form about the services of the CSHCN Program, gap-filling programs, insurance, and state and local programs to health care providers and health care facilities.

Performance Measures

1 Outreach and Education Activity - LHD will describe a minimum of one outreach and education activity performed during the quarter in a quarterly report. Description includes the method, target audience (i.e. # of attendees) and dates.

Goal: 100% of CSHCN Programs will complete a minimum of four outreach activities completely described (method, audience, # of attendees, dates) and type of materials, quantities and to whom in quarterly reports.

**Tasks**

2 LHD shall provide information via print/electronic form about the services of the CSHCN Program, gap-filling programs, insurance, state & local programs & community resources to families of CSHCN, YAYASHCN, & family serving organizations.

Performance Measures

1 Outreach and Education Activity - LHD will describe a minimum of one outreach and education activity performed during the quarter in a quarterly report. Description includes the method, target audience (i.e. # of attendees) and dates.

Goal: 100% of CSHCN Programs will complete a minimum of four outreach activities completely described (method, audience, # of attendees, dates) and type of materials, quantities and to whom in quarterly reports.

**Tasks**

3 LHD shall inform and/or provide opportunities for families about support meetings and training workshops on CSHCN related topics including medical home, education advocacy, and transition.

Performance Measures

1 Outreach and Education Activity - LHD will describe a minimum of one outreach and education activity performed during the quarter in a quarterly report. Description includes the method, target audience (i.e. # of attendees) and dates.

Goal: 100% of CSHCN Programs will complete a minimum of four outreach activities completely described (method, audience, # of attendees, dates) and type of materials, quantities and to whom in quarterly reports.

ATTACHMENT C - WORK PLAN

DETAIL

**Objective**

6 Quality Improvement

**Tasks**

1 LHD shall identify barriers and unmet needs and report them to local/state CSHCN Program staff.

Performance Measures

1 Gaps and Barriers - CSHCN quarterly narrative report describes gaps and barriers identified in their county and suggest strategies to address these unmet needs.

Goal: 100% of the CSHCN Program will report unmet needs, gaps and barriers to local/state program staff in quarterly reports.

**Tasks**

2 LHD shall suggest strategy(ies) for addressing barriers and unmet needs.

Performance Measures

1 Gaps and Barriers - CSHCN quarterly narrative report describes gaps and barriers identified in their county and suggest strategies to address these unmet needs.

Goal: 100% of the CSHCN Program will report unmet needs, gaps and barriers to local/state program staff in quarterly reports.

**Tasks**

3 LHD shall initiate proposed strategy(ies), report on progress in overcoming the barriers and effective strategies(ies).

Performance Measures

1 Gaps and Barriers - CSHCN quarterly narrative report describes gaps and barriers identified in their county and suggest strategies to address these unmet needs.

Goal: 100% of the CSHCN Program will report unmet needs, gaps and barriers to local/state program staff in quarterly reports.

ATTACHMENT C - WORK PLAN

DETAIL

<b>Objective</b>
7 CSHCN Program activities are responsive to the needs of families and youth.
<b>Tasks</b>
1 Elicit family and youth satisfaction with services provided by the CSHCN Program (using a standardized survey tool provided by the Department) including feedback from those individuals of diverse cultures.
<u>Performance Measures</u>
1 Number Served - Number of CSHCN served monthly and number of Family Satisfaction Survey sent monthly.
Goal: 100% of families who children were served were given a survey.
Task(s): Review consumer feedback and continue/modify program activities based upon their input.
<b>Tasks</b>
2 Review consumer feedback and continue/modify program activities based upon their input.
<u>Performance Measures</u>
1 Program Modifications - Narrative report will describe any program modifications.
<b>Tasks</b>
3 Optional Activities – Complete and upload Attachment 2 in Pre-Submission Uploads
<u>Performance Measures</u>
1 Optional Activities - Narrative report will describe any optional activities performed.

ATTACHMENT C - WORK PLAN

DETAIL

<b>Objective</b>
8 Transition
<b>Tasks</b>

1 Provide youth age fourteen years and older and their families with information about transition on <http://healthytransitionsny.org/> website and information on Navigating Multiple Systems (NMS) on [www.msnavigator.org/](http://www.msnavigator.org/) website.

Performance Measures

1 Transition Information - Quarterly narrative reports reflect that transition information were given to the number of youth age 14 and older reported in the database during that quarter.

Goal: 100% of the youth and young adults with special health care needs, ages 14 to 21 years, will receive information about transitioning to adult health care.







## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

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

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

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

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 45 days after the end of the contract period.

Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DOH01-C32674GG-3450000

## **B. Progress-Based Reports**

### 1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

### 2. Final Progress Report

Final scheduled payment will not be due until \_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_. The Contractor shall submit the report not later than \_\_\_ days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

**TABLE 1 - REPORTING SCHEDULE**

<b>PROGRESS REPORT #</b>	<b>PERIOD COVERED</b>		<b>Due Date</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**III. SPECIAL PAYMENT AND REPORTING PROVISIONS**

This modifies Attachment M, Section II.A for this contract and changes the total combined MWBE goal from 30% to 0% of eligible expenditures. (0%MBE and 0% WBE)

Attachment M

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE  
CONTRACTS: REQUIREMENTS AND PROCEDURES

**I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  4. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union,

or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form #4 - Staffing Plan

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

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

#### IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.



- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

**VI. Quarterly MWBE Contractor Compliance Report**

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

**VII. Liquidated Damages - MWBE Participation**

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

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> 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

June 22, 2017

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

FN 20 17 300

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

Anthony J. Picente, Jr.  
County Executive

HEALTH & HUMAN SERVICES Date 8/30/17

Dear Mr. Picente:

### WAYS & MEANS

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.

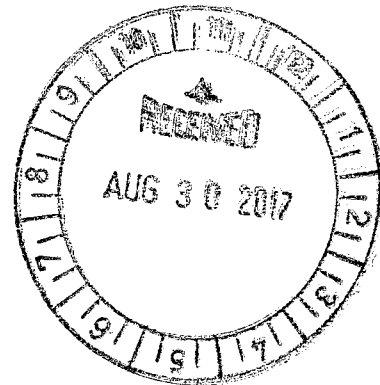
Enclosed, please find (3) three copies of an Agreement between Rome City School District and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of special education services for the period of July 1, 2017 through June 30, 2020.

This is a New York State mandated program. We anticipate reimbursement will be \$2,500,000.00 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



Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Rome City School District.  
409 Bell Road South  
Rome, New York 13440

**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:** \$2,500,000.00      **Account #** A2960.4957, 1952

**Oneida County Dept. Funding Recommendation:** \$2,500,000.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County: \$1,012,500.00  
State: \$1,487,500.00

**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:** \$2,400,000.00

**O.C. Department Staff Comments:**



## ONEIDA COUNTY PRESCHOOL TUITION/SEIT/EVALUATION CONTRACT

This Contract, 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, hereinafter referred to as the County, and Rome City School District, hereinafter referred to as the Contractor, having its main office at 409 Bell Road South, Rome, New York.

### 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 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 to provide the above named special education program in accordance with Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, to an eligible preschool student with a disability, as recommended by the Committee on Preschool Special Education (CPSE) and approved by the Board of Education (BOE) from 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 terminate 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. 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. Should the Contractor be requesting termination of this Contract 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 of the State of New York. 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 Contract may be terminated at any time by the County upon the giving of 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.

### 3. 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 of the Regulations of the Commissioner of Education of the State of New York.

- a. The Contractor shall provide appropriate services for children with disabilities placed by the BOE 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 BOE. 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 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 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 program.
- c. **Services cannot begin until a date after the Board of Education approval date. Start date will be indicated on the STAC 1 form (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 Contract 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 BOE(s) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this Contract thus removing such program from Appendix A.

### 5. REIMBURSEMENT:

The County, in accordance with the provisions of this Contract, 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 and only for such period as the Contractor has the Commissioner's approval. **Compensation to the Contractor shall not exceed Two Million Five Hundred Thousand Dollars and no cents (\$2,500,000.00) during the term of this Contract.**
- 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 pursuant to the Part 200 Regulations of the Commissioner.
- 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 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 Contract as defined in Part 200 of the Commissioner's regulations.
- f. The County shall reimburse the Contractor for services rendered under the terms of this Contract 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 Contract.
- 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 Contract 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 BOE, 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 my contract with the Contractor.

#### 6. MEDICAID COMPLIANCE:

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:

- a. 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);
- b. Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
- c. Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
- d. 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);
- e. All reporting requirements necessary for Medicaid in Education compliance.
- f. 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 New York State Education Law;
- g. 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 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's Notice of Determination. A copy is to remain in the Contractor's file.
  - 1. 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 said 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.

2. 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 said 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.
3. 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 said 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.
4. 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 for the services provided under 4410 of the Education Law. These forms are contained in Appendix B-1 and B-2, which are attached hereto and made a part hereof.

## **7. REGULATORY COMPLIANCE:**

The Contractor will maintain the standards set forth under Section 200.20 of the Regulations of the Commissioner (8 NYCRR 200.20) 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, this Contract 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.

## **8. HEALTH REQUIREMENTS**

- a. The Contractor shall ensure compliance with the Regulations of the Department of Health (10 NYCRR Chapters I through XIII), all applicable County policies and Federal laws pertaining to health requirements.
- b. The Contractor agrees to provide the County with copies of all of the Contractor’s health requirements. Failure to submit required documents within (30) days of contract execution may result in Contract being voided without further notice.

## **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 individuals 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 Contract and on an ongoing basis as required for preschool.

## 10. 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 cause for immediate termination of this Contract.

## 11. 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 Contract.
- b. Attend 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. 18NYCRR 505.11 states 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 pathologists 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. Obtain from the CPSE Chairperson a current copy of the IEP prior to start of service which will follow BOE 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 Contract all files and records shall be retained by the Contractor until further notice from the County.

## 12. INSURANCE

- a. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A.M. Best.
  - 1. Commercial General Liability (CGL) Coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - A. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - B. Oneida County and all other parties required 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.
  - 2. Professional liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
  - 3. 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.

- b. **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.

### 13. 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.

### 14. 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.

### 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. Neither the Contractor, nor any of its employees or subcontractors, 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 Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct himself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason thereof and that it 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. Neither the Contractor, nor any of its employees or subcontractors, shall 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.
- d. Contractor acknowledges and agrees that neither Contractor, nor its employees or subcontractors, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its employees and subcontractors under this Contract, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to the 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.

#### **16. 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.

#### **17. ENTIRE AGREEMENT**

The terms of this Contract, the attached Standard Oneida County Contract Addendum, and any other attachments, amendments, addendums or appendices 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.

#### **18. 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.

#### **19. 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.

#### **20. 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.

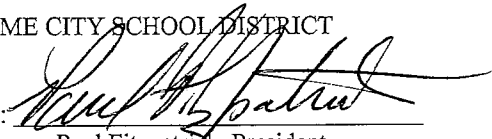
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IN WITNESS WHERE OF, the parties hereto have executed this Contract.

ONEIDA COUNTY

ROME CITY SCHOOL DISTRICT

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

BY:   
Paul Fitzpatrick, President  
Board of Education

DATE: \_\_\_\_\_

DATE: 7-18-17

Approved

BY: \_\_\_\_\_  
Raymond F. Bara  
Assistant County Attorney

**APPENDIX A**

**NEW YORK STATE EDUCATION DEPARTMENT**

**APPROVED PROVIDER SITES**

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<b>APPROVED PROGRAM(S)</b>	<b>LOCATION</b>
<b>FOREVER GROWING</b>	<b>409 BELL ROAD SOUTH</b>
<b>SPECIAL CLASS SPECIAL CLASS INTERGRATED SETTING</b>	<b>ROME, NY 13440</b>

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**APPENDIX B-1**

**MEDICAID 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**

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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)

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(Date)

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(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:

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\_\_\_\_\_  
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:

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\_\_\_\_\_  
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:

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\_\_\_\_\_  
Signature of Registered Occupational Therapist

\_\_\_\_\_  
Date

**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).

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

Anthony J. Picente, Jr.  
County Executive

Office for the Aging & Continuing Care

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

April 10, 2017

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

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

17-301  
  
Anthony J. Picente, Jr.  
County Executive

HEALTH & HUMAN SERVICES

Date 8/10/17

Dear Mr. Picente:

**WAYS & MEANS**

I am submitting the following Contract Amendment between the Oneida County Office for the Aging and Continuing Care, and American Medical Alert Corp., d/b/a Tunstall Americas, for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

The purpose of this Amendment is to provide for an extension of Personal Emergency Response Systems for residents of Oneida County until a new contract is in place with our new provider, Critical Signals Technologies. The total amount added by this Amendment is \$24,250.00, which consists of 75% State (\$18,187.50) and 25% County (\$6,062.50) funding, making the total contract amount \$68,250.00, with 75% State (\$51,187.50) and 25% (\$17,062.50) County funds. This amendment will change the expiration date of the contract from March 31, 2017 to September 30, 2017.

I am available at your convenience to respond to any questions which you may have regarding this Agreement.

Sincerely,

Michael J. Romano  
Director

MJR/jc

Enclosure

Oneida Co. Department: Office of the Aging

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

American Medical Alert Corp.  
d/b/a Tunstall Americas  
36-36 33<sup>rd</sup> Street – Suite 103  
Long Island City, New York 11106

**Title of Activity or Service:**

Personal Emergency Response System (PERS)

**Proposed Dates of Operation:**

April 1, 2016 through September 30, 2017

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

Approximately 198 clients

**Summary Statements:** This is an amendment that extends the agreement to September 30, 2017. The original expiration date was March 31, 2017.

**1) Narrative Description of Proposed Services**

To provide the rental of Personal Emergency Response Systems (PERS) to allow senior citizens to stay safe and independent in their own home.

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

PERS systems are to be used as ancillary devices 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: \$ 68,250** (\$24,250 in new funding with the Amendment)

**Account #:** A6774.495.99

**Oneida County Dept. Funding Recommendation: \$68,250** (\$24,250 in new funding with the Amendment)

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

Federal: 0% (\$0)                      State: 75% (\$51,187.50)                      County: 25% (\$17,062.50)

**Cost Per Client Served:** \$25.00 – Rental per month  
\$5.00 – Additional fee per Spouse  
\$0.00 – Installation Fee

**Past Performance Data:** The contract is in its third year with American Medical Alert Corporation d/b/a Tunstall Americas. This contract was formerly through Health Care Monitoring, Inc., which has provided services to Office for the Aging for approximately twelve (12) years, and will continue to provide the same services under the new name.

**O.C. Department Staff Comments:** Amendment for one (1) of three (3) providers of Personal Emergency Response Systems (PERS) used by the Office for the Aging and



Continuing Care. This amendment allows our clients to continue receiving services as we transition from three PERS providers to one.

AMENDMENT

THIS AGREEMENT is by and between the AMERICAN MEDICAL ALERT CORP. D/B/A TUNSTALL AMERICAS, a business corporation organized and existing under the laws of the State of New York, located at 36-36 33<sup>rd</sup> Street, Suite 103, Long Island City, New York 11106, hereinafter referred to as the "CONTRACTOR," and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, through its OFFICE FOR THE AGING AND CONTINUING CARE, located at 120 Airline Street - Suite 201, Oriskany, New York 13424, hereinafter known as the "COUNTY."

WHEREAS, the parties hereto entered into an agreement that was fully executed on September 6, 2016 (County contract no. 2051), hereinafter referred to as the "ORIGINAL AGREEMENT," a copy of which is annexed hereto as "Exhibit A," and

WHEREAS, the ORIGINAL AGREEMENT expired on March 31, 2017; and

WHEREAS, the COUNTY wishes to extend the expiration date of the ORIGINAL AGREEMENT and the CONTRACTOR is willing to continue to provide the services therein;

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

1. Paragraph 1(A) shall be amended to read as follows: The terms and conditions of this Agreement commence on April 1, 2016 and terminate September 30, 2017.
2. Paragraph 3(D) shall be amended to read as follows: The total payments for this Agreement will not exceed Sixty Eight Thousand Two Hundred-Fifty Dollars (\$68,250.00).
3. 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



~~Casey Pittock, President and Chief Executive Officer~~

Nikhil Shah, VP Finance

07/05/2017

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING



Michael J. Romano, Director

7/14/17

Date

Approved:

By: \_\_\_\_\_  
Maryangela Scalzo, Assistant County Attorney

# EXHIBIT A

# Oneida County Contract Tracking Sheet

Contract # 3797	Code Renewal	Prior # 2051	Dept #
Vendor American Medical Corp. d/b/a Tunstall Americas	Type: Purchase of Services		
Starts on Contract Execution: <input type="checkbox"/>	Start Date 4/1/2016	End Date 3/31/2017	

**Department:** Office of Aging  
**Appropriation Acct(s):** A6774.49599  
**Revenue Code:**  
**Contract Amount:** \$44,000.00  
**Contact Person:** Melanie Collandra  
 Personal Emergency Response System (PERS) equipment and services

**1) County Attorney**

	Date	Item Number
Approval as to Form: YES <u>X</u> NO _____	_____	_____
Contract Amount Over \$50,000: YES _____ NO <u>X</u> _____	_____	_____
Board of Legislators Approval Req'd: YES _____ NO <u>X</u> _____	_____	_____
Board of Acquisition and Contract: YES _____ NO <u>X</u> _____	_____	_____
Requires Notary Public: YES _____ NO <u>X</u> _____	_____	_____

**Comments:** 
 Date: 8/3/2016  
 Initials: MS

**2) Budget Director**

**Comments:** Returned to County Attorney's Office;
 Date: 08/05/2016  
 Initials: TBK

**3) Final Review County Attorney**

**Comments:** 
 Date: 8/4/2016  
 Initials: ALC o/b/o PMR

**4) Sent to Board of Legislators**

(contract to be held in Law Dept.)

Sent Date:   
 Approval Date:   
 Resolution Number:

Sent to County Executive for Signature

Date: 9-9-16

Oneida County Department: Office for the Aging

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

**ONEIDA COUNTY  
BOARD OF LEGISLATORS**

**Name & Address of Vendor:** American Medical Alert Corp.  
d/b/a Tunstall Americas  
36-36 33<sup>rd</sup> Street – Suite 103  
Long Island City, New York 11106

**Title of Activity or Service:** Personal Emergency Response System (PERS)

**Proposed Dates of Operation:** April 1, 2016 – March 31, 2017

**Client Population/Number to be Served:** Approximately 198 clients

**Summary Statements:**

- 1) **Narrative Description of Proposed Services.** To provide for the rental of Personal Emergency Response System (PERS), allowing senior citizens the ability to stay safe and independent in their home.
- 2) **Program/Service Objectives and Outcomes.** PERS system to be used as ancillary equipment 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:** \$ 44,000.00                      **Account #** A6774.49599

**Oneida County Department Funding Recommendation:** \$ 44,000.00

**Proposed funding Source (Federal \$/State \$/County \$):**

Federal 0%              State 75% (\$ 33,000.00)              **County 25% (\$ 11,000.00)**

**Cost per Client Served:** \$ 25.00 - Rental per month  
5.00 - Additional fee per Spouse  
\$ 0.00 - Installation Fee

**Past Performance Data:** The contract is in its second year with American Medical Alert Corporation d/b/a Tunstall Americas. This contract was formerly through Health Care Monitoring, Inc., which had provided services to Office for the Aging for approximately twelve (12) years, and will continue to provide the same services under the new name.

**Oneida County Department Staff Comments:** (1) of (3) providers of Emergency Response Systems used by Office for the Aging/Continuing Care

AGREEMENT

This **AGREEMENT** is by and between **AMERICAN MEDICAL ALERT CORP., D/B/A TUNSTALL AMERICAS**, located at 36-36, 53<sup>rd</sup> Street, Suite 103, Long Island City, New York, 11106, hereinafter known as "**PROVIDER**"; and **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Ave, 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**".

**WITNESSETH:**

**WHEREAS**, the **COUNTY** is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of the Expanded In-home Services 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/contracts funded through EISEP and through the Caregiver Support III-E Program; and

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

**WHEREAS**, the **PROVIDER** is willing and able to perform the services required by this Agreement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **TERM**

A. The **PROVIDER**, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence April 1, 2016 and terminate March 31, 2017.

2. **SCOPE OF SERVICES**

- A. The **PROVIDER** has available Personal Emergency Response System (PERS) equipment 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. **PERS** is defined as the following:

#3797

1. The provision and maintenance of electronic communication equipment in the home of an individual which signals a monitoring agency for help when activated by the individual, or after a period of time if a timer mechanism has not been reset;
  2. The continuous monitoring of such signals by a trained operator and, in care of receipt of such signals, the immediate notification of such emergency response organizations or persons, if necessary, as the individuals previously specified;
- C. Electronic communication equipment (PERS equipment) is defined as equipment that electronically signals a monitoring agency for help via telephone lines. PERS equipment includes the following:
1. An emergency response activator, which is a small electronic device that the PERS recipient presses or otherwise activates to send a signal for help to the monitoring agency;
  2. An emergency response communicator, which is an electronic unit connected to a PERS recipient's telephone line. The emergency response communicator accepts a signal for help from the emergency response activator and also has its own device to generate a signal for help. It sends the signal via telephone lines to the monitoring agency;
- D. Monitoring agency is defined as an agency that is capable of receiving signals for help from a recipient's PERS equipment 24 hours per day, seven days per week; determining whether an emergency exists; and notifying an emergency response organization or an emergency responder that the PERS recipient needs emergency help. **PROVIDER** is the monitoring agency;
- E. The **PROVIDER** agrees to furnish, install, maintain, test and service PERS equipment;
- F. The **PROVIDER** agrees to keep a record of the dates of installation and removal of PERS equipment, a record of instructions given to the PERS client regarding the use of equipment and a records of all maintenance, repairs or replacements of the PERS equipment;
- G. The **PROVIDER** agrees that its provision of PERS shall be in accordance with subdivisions (a) and (f) of Section 505.33 of Title 18 NYCRR;
- H. The **PROVIDER** agrees to assure that all PERS equipment complies with the PERS equipment standards set forth in subdivision (g) of Section 505.33 of Title 18 NYCRR;
- I. The **PROVIDER** 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, along with a monthly voucher;
- J. The authorization for said services will be made solely by the Office for the Aging's Director or designee.

**3. REIMBURSEMENT FOR SERVICES**

- A. The COUNTY agrees to pay the PROVIDER the negotiated rate of \$25.00 per month per unit for monitoring and rental of ERS equipment. A fee of \$5.00 will be charged for an additional pendant for their spouse. The PROVIDER also agrees to waive all installation costs for the period of this Agreement;
- B. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the COUNTY shall have the option to immediately terminate this Agreement upon providing written notice to the PROVIDER by certified mail. In such an event, the COUNTY shall be under no further obligation to the PROVIDER other than payment for costs actually incurred prior to termination and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination;
- C. The COUNTY funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in nine (9) monthly vouchers as specified in the Voucher Instructions, in attached APPENDIX C;
- D. The total payments for this contract will not exceed Forty-Four Thousand dollars (\$44,000.00):

**4. CONTRACT RENEWAL**

- A. The COUNTY and the PROVIDER shall negotiate this Agreement annually.

**5. NO CLAIM FOR DAMAGES**

- A. The PROVIDER agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

**6. STANDARD ASSURANCES**

- A. The PROVIDER agrees to ensure that the PERS provided pursuant to this Agreement complies with all pertinent provisions of Federal and State law and regulations, and agrees to ensure the quality of PERS provided by the Provider or any entity with which the PROVIDER has a subcontract;
- B. The PROVIDER 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 (SOFA), and the County of Oneida, more fully described in APPENDIX A;

- C. The **PROVIDER** 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."
- D. The **PROVIDER** 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..."
- E. The **PROVIDER** 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;
- F. The **PROVIDER** agrees that any program, public information materials, or other printed or published materials on the work of or funded by BISEP/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 **PROVIDER** should forward copies of all materials to the **COUNTY** at the end of each month.
- G. The **COUNTY** shall conduct a program review to ensure that the **PROVIDER** is in compliance with all standards and regulations as set forth in this Agreement;
- H. The **PROVIDER** represents that the **PROVIDER** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The **PROVIDER** shall use the **PROVIDER'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. The **PROVIDER** shall be solely responsible for determining the, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same;

- I. The PROVIDER 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, office space, support services or other general operating expenses;
- J. The PROVIDER may, at the PROVIDER'S own expense, employ or engage the services of such employees, subcontractors and/or partners as the PROVIDER 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. The PROVIDER 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;
- K. The PROVIDER acknowledges and agrees that the PROVIDER 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.

7. INDEMNIFICATION

- A. The obligations of the PROVIDER 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 PROVIDER agrees that it 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 PROVIDER and its 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 PROVIDER or failure on the part of the PROVIDER to comply with any of the covenants, terms or conditions of the Agreement;
- C. The PROVIDER shall be solely responsible for all physical injuries or death to its agents; servants, volunteers, or employees 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, 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 PROVIDER, its officers, trustees, agents, servants, volunteers or independent subcontractors. The PROVIDER shall be solely responsible for

the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the PROVIDER or not.

8. **INSURANCE COVERAGE REQUIREMENTS**

- A. As part of its obligation to indemnify, defend and hold harmless the COUNTY, its officers, agents, employees, as set forth above, the PROVIDER agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below;
- B. The PROVIDER shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best;
- C. The PROVIDER shall not begin to provide 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 PROVIDER of any of the insurance requirements, nor decrease the liability of the PROVIDER. The COUNTY reserves the right to require the PROVIDER to provide insurance policies for review by the COUNTY. The PROVIDER grants COUNTY a limited power of attorney to communicate with the PROVIDER'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 PROVIDER'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 30 days prior written notice has been given to the COUNTY. **THE COUNTY OF ONEIDA MUST BE NAMED AS THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.**
- a. Commercial General Liability Insurance: The PROVIDER 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) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000) in the aggregate. The PROVIDER agrees to have the COUNTY OF ONEIDA added to said insurance policies as a named **ADDITIONAL INSURED, ON A PRIMARY, NON-CONTRIBUTORY BASIS**, as its interest may appear, and

to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required.

- b. Auto Liability Insurance: The PROVIDER shall maintain Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000) for the duration of this Agreement. The PROVIDER 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.
  - c. Excess//Umbrella Liability Insurance: The PROVIDER shall maintain 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 One Million Dollars (\$1,000,000) in the aggregate. The PROVIDER 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.
  - d. Professional Liability Insurance: The PROVIDER 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) per occurrence and Three Million Dollars (\$3,000,000) aggregate.
  - e. Workman's Compensation Insurance: PROVIDER agrees that it will, at its own expense, at all times during the terms of this Agreement procure 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 claims under New York State Worker's Compensation Law.
- E. The PROVIDER shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York;
- F. Waiver of Subrogation: The PROVIDER 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;

- G. The PROVIDER shall require any subcontractor to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the PROVIDER in the above paragraphs.

9. INDEPENDENT CONTRACTOR STATUS

- A. It is expressly agreed that the relationship of the PROVIDER to the COUNTY shall be that of an Independent Contractor. The PROVIDER shall not be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The PROVIDER, 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;
- B. The PROVIDER warrants and represents 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. The PROVIDER and the COUNTY agree that the PROVIDER is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public;
- C. The PROVIDER 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;
- D. The PROVIDER acknowledges and agrees that neither the PROVIDER, nor its employees, subcontractors and/or partners, shall be eligible for any COUNTY employee benefits, including retirement membership credits;
- E. The PROVIDER shall be solely responsible for applicable taxes for all compensation paid to the PROVIDER or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the PROVIDER'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);

- F. The PROVIDER shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement;
- G. The PROVIDER will indemnify and hold the COUNTY OF ONEIDA harmless from all loss or liability incurred by the COUNTY as a result of the COUNTY not making such payments or withholdings;
- H. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the PROVIDER'S Independent Contractor status, it is agreed that both the COUNTY and the PROVIDER shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated;
- I. The PROVIDER agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

10. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

- A. The PROVIDER 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:
- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
  - Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
  - Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
  - Older Americans Act
  - Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
  - 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.)
  - 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)
  - Equal Access to Services and Targeting Policy (12-PI-08)
  - Elder Law

- B. The **PROVIDER**, 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 **PROVIDER** 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 **PROVIDER** shall inform persons with Limited English Proficiency (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 **PROVIDER** 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 **PROVIDER** 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 **PROVIDER**;
- E. The **PROVIDER** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **PROVIDER** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, 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 Limited English Proficiency, 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 Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

## 11. GRIEVANCE PROCEDURES

- A. The **PROVIDER** 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 **PROVIDER** shall keep EISEP/III-E funds separate; further, state and federal funds shall not be used as local share (match);
- B. The **PROVIDER** 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 participant contributions for all participants who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the **PROVIDER** for Office for the Aging and Continuing Care funded participant directly, will be reported and deducted on monthly vouchers by the **PROVIDER**;
- D. The **PROVIDER** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the EISEP/111-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 **PROVIDER** 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 **PROVIDER** shall agree to have an independent audit conducted for the contracted program if it has been a **PROVIDER** 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 **PROVIDER** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request;
- I. The **PROVIDER** shall cooperate with the close-out audit that is required when the contract is terminated;



- J. The **PROVIDER** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

**13. REPORTING REQUIREMENTS**

- A. The **COUNTY** shall, pursuant to the requirements of EISEP/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 **PROVIDER** 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 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis;
- C. The **PROVIDER** 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 **PROVIDER** 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 **PROVIDER** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

**14. COORDINATION REQUIREMENTS**

- A. The **PROVIDER** and the **COUNTY** shall coordinate referrals;
- B. The **PROVIDER** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services;
- C. The **PROVIDER** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

**15. AGREEMENT CANCELLATION**

- A. This Agreement may be cancelled by the **COUNTY** for failure by the **PROVIDER** to comply with the terms and conditions of this Agreement. The **PROVIDER** 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 **PROVIDER** and the **COUNTY** reserve the right to cancel this Agreement upon thirty (30) day written notice to the other party;

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

**16. 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.

**17. 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;
- B. The **PROVIDER** 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.

**18. NON ASSIGNMENT CLAUSE**

- A. **PROVIDER** 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**.

**19. 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.

**20. 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.

21. 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.

22. AUTHORITY TO ACT/SIGN

- A. The **PROVIDER** 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 **PROVIDER** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **PROVIDER**; no other action on the part of the **PROVIDER** 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 **PROVIDER** to enter into this Agreement, or to consummate the transactions contemplated herein.

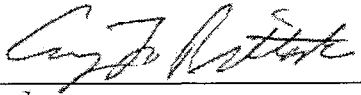
23. ADVICE OF COUNSEL

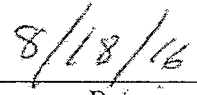
- A. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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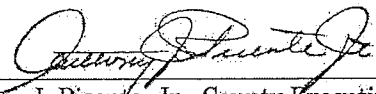
IN WITNESS WHEREOF, the Parties have hereunto set their hand on the date respectively stated:

**PROVIDER**

  
\_\_\_\_\_  
Casey Pittock,  
President & Chief Executive Officer,  
American Medical Alert Corp.  
Chief Executive Officer, Tunstall Americas

  
\_\_\_\_\_  
Date

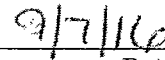
**COUNTY OF ONEIDA**

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

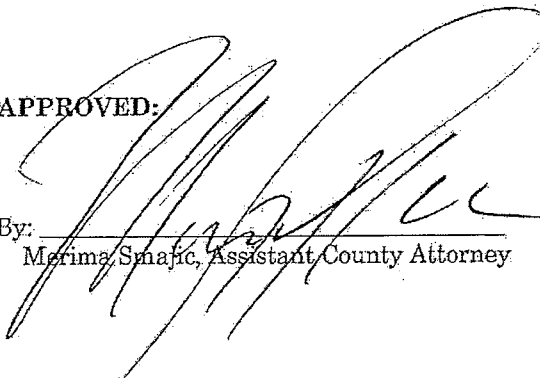
  
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Date

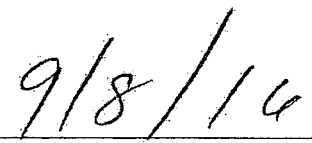
**OFFICE FOR THE AGING AND CONTINUING CARE**

  
\_\_\_\_\_  
Michael J. Romano, Director

  
\_\_\_\_\_  
Date

**APPROVED:**

  
By: \_\_\_\_\_  
Merima Smajic, Assistant County Attorney

  
\_\_\_\_\_  
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 participants who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

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

#### **Denial of Service or Client's Unsatisfaction of Service**

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

#### **Grievance Process**

##### **Filing a Grievance**

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

##### **Investigation and Response to a Grievance**

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

##### **Appeal of Initial Response/Decision**

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

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

##### **Record Keeping**

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

**Confidentiality**

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

**APPENDIX C**

Oneida County Office for the Aging  
2016-2017

**Voucher Instructions**

**For Units of Services Contracts**

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

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

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

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

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget (including personnel):**

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor



APPENDIX D

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 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 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. 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.

**9. 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.

**10. 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.

**11. 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.

**12. Governing Law.**

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

**13. 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).

**14. 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.

#### 15. 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.

# 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

August 23, 2017

FN 20 17-302

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

**AIRPORT**

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

**WAYS & MEANS**

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

Dear County Executive Picente:

Date 8/28/17

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 Environmental Assessment for the Obstruction Removal of objects penetrating the navigable airspace around 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.

I therefore request the Board's approval of the following:

- A.) Establishment of **Capital Project H-564 – Griffiss Intl. – Griffiss Airport Obstruction Removal Environmental Assessment:**
- B.) Funding for Capital Project H-564 as follows:

<b>H-564 - Federal Aid - FAA</b>	\$ 232,200
<b>H-564 – State Aid - FAA</b>	\$ 12,900
<b>H- 564 - Bonding</b>	\$ 12,900
<b>Total:</b>	\$ 258,000

Thank you for the Board's kind attention to this request.

Sincerely,

*[Signature]*  
Russell Stark  
Commissioner of Aviation

CC: Comptroller  
County Attorney





Budget

dmn/CML

# 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

August 18, 2017

FN 20 17-303

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

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

AIRPORT

WAYS & MEANS

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

Date 8/28/17

Dear County Executive Picente:

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 a critical project to ensure its future growth. The grant will be used to complete Phase 1 Design of the Runway 15-33 rehabilitation project.

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

I therefore request the Board's approval of the following:

A.) Establishment of **Capital Project H-565 – Griffiss Intl. – Runway 15-33 Rehab**

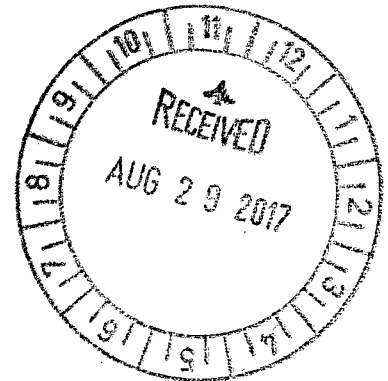
B.) Funding for Capital Project H-565 as follows:

H-565 – Federal Aid - FAA	\$ 332,550
H-565 – State Aid - FAA	\$ 18,475
H-565 - Bonding	\$ 18,475
<b>Total:</b>	<b>\$ 369,500</b>

Thank you for the Board's kind attention to this request.

Sincerely,

*Russell Stark*  
Russell Stark  
Commissioner  
Oneida County Department of Aviation



# 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

July 21, 2017

FN 20 17-304

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

**AIRPORT**  
**WAYS & MEANS**

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

Anthony J. Picente, Jr.  
County Executive  
Date 8/10/17

Re: Lease Agreement Amendment- Mercy Flight Central, Inc.

Dear Mr. Picente:

Please consider acceptance of this Amendment to the Lease Agreement between Oneida County, Department of Aviation and Mercy Flight Central, Inc.

The Amendment to the Lease Agreement amends the hangar area for the storage of Mercy Flights aircraft from hangar (nose dock) 783 to hangar (nose dock) 782. This would consolidate their operations into one location. All other lease provisions remain unchanged.

If you concur with this amendment, please forward this request to the Oneida County Board of Legislatures for their consideration.

Sincerely,

Russell Stark  
Commissioner  
Oneida County Department of Aviation

Oneida Co. Department:

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:**

Mercy Flight Central, Inc.  
2420 Brickyard Road  
Canandaigua, NY 14424

**Title of Activity or Service:**

Lease Agreement Amendment to  
consolidate Mercy Flight Operations into  
one hangar (nose dock) 782.

**Proposed Dates of Operation:**

Upon Execution – May 30, 2018

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

**Summary Statements**

1) Narrative Description of Proposed Services:

This Lease Agreement Amendment will consolidate Mercy Flights operations into one location by moving the location of the aircraft from hangar (nose dock) 783 to hangar (nose dock) 782. All other lease terms remain unchanged.

2) Program/Service Objectives and Outcomes:

**The Lease Agreement Amendment consolidates Mercy Flight Operations into one location.**

3) Program Design and Staffing: N/A

**Total Funding Requested: \$0.00**

**Account #: A5620**

**Oneida County Dept. Funding Recommendation:**

**Proposed Funding Sources (Federal \$/ State \$/County \$):** This is a non-revenue generating Lease Amendment

**Cost Per Client Served: \$0.00**

**Past Performance Data: N/A**

**O.C. Department Staff Comments:**

# Griffiss International Airport



660 Hangar Road, Suite 223  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.  
County Executive

RUSSELL STARK  
Commissioner of Aviation

## AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (hereafter referred to as the "Lease Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord"), and MERCY FLIGHT CENTRAL, INC., a domestic not-for-profit corporation organized under the laws of the State of New York, with its principal place of business at 2420 Brickyard Road, Canandaigua, NY 14424, with offices at 645 Bomber Drive, Rome, NY 13441 (hereinafter referred to as "Tenant").

WHEREAS, the parties executed a Lease dated May 31, 2016 (Oneida County Contract No. 4474), a copy of which is attached hereto and made a part hereof as Attachment 1 (hereinafter referred to as "Original Lease"); and

WHEREAS, the parties now wish to amend certain terms of the Original Lease;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Paragraph 1(a) of the Original Lease shall be amended by the deletion of all matters that are in italics and *stricken* and the addition of all matters in bold and underlined as set forth below:

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 1,000+/- square feet of building space and 1,500+/- square feet of hangar space within the building commonly referred to as the "Nose Dock 782" situated at 645 Bomber Drive, Rome, New York, ~~and 1,500+/- square feet of hangar space within the building commonly referred to as the "Nose Dock 783" situated at 635 Bomber Drive, Rome, NY~~ as more particularly shown on Exhibit "A" annexed hereto, hereinafter referred to as "Demised Premises."

2. Exhibit A to the Original Lease shall be stricken in its entirety and the diagram attached hereto and made a part hereof as Attachment 2 shall be substituted in place of Exhibit A to the Original Lease, the same being the new depiction of space rented to Tenant by Landlord by this Lease Amendment.

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3. All other terms and conditions of the Original Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Lease Amendment which shall become effective as of the date first above written.

County of Oneida, Landlord

Mercy Flight Central, Inc., Tenant

By:

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

By:

  
\_\_\_\_\_  
Jeff Bartkoski  
President & Chief Executive Officer

Approved:

\_\_\_\_\_  
Amanda Lynn Cortese  
Special Assistant County Attorney

# ATTACHMENT 1

# 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

## LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the "Lease" or "Agreement") is made and entered into this 31<sup>st</sup> day of May, 2016, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and MERCY FLIGHT CENTRAL, INC., a domestic not-for-profit corporation organized under the laws of the State of New York, with its principal place of business at 2420 Brickyard Road, Canandaigua NY 14424, with offices at 645 Bomber Drive, Rome, NY 13441, (hereinafter referred to as "Tenant");

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### 1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 1,000+/- square feet of building space within the building commonly referred to as the "Nose Dock 782" situated at 645 Bomber Drive, Rome, New York, and 1,500+/- square feet of hangar space within the building commonly referred to as "Nose Dock 783" situated at 635 Bomber Drive, Rome, NY as more particularly shown on Exhibit "A" annexed hereto, hereinafter referred to as "Demised Premises".

b. The Demised Premises shall be used by Tenant for the purpose of conducting, performing and providing services commonly and routinely provided by an Aeromedical service provider.

c. Said use shall be conducted in compliance with applicable building and/or fire codes and Tenant shall comply with all the General Terms and Conditions annexed hereto and marked as Exhibit "B".

### 2. Term.

a. The Term of this Agreement shall be for a period of two (2) years, commencing on May 31, 2016 and ending on May 30, 2018 (the "Initial Term"), unless this Agreement is sooner terminated in accordance herewith by either party providing sixty (60) days advance written notice.

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b. In the event the Tenant remains in possession of the Demised Premises after the expiration of the Initial Term or the Renewal Term as the case may be, the Tenant shall be deemed to be occupying the Demised Premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of this Agreement insofar as they are applicable to a month-to-month tenancy until the Demised Premises are vacated by the Tenant or until the parties enter into a new Agreement, whichever is sooner. Also, in this event, the Tenant hereby agrees that the rent to be charged during such month-to-month tenancy shall be increased by adding three percent (3%) to the base rent that was in effect as of the date of expiration of the immediately preceding Term.

### 3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease in the total sum of One and 00/100 Dollars.

b. All monthly installment payments shall be due, in advance, on the 1<sup>st</sup> day of each and every month. The payment of Rent in monthly installments is for Tenant's convenience only and, in the event of Tenant's default, the Landlord shall have the right to accelerate payment and demand all sums due hereunder.

c. All such rental payments shall be made payable to the "County of Oneida" and remitted to 660 Hangar Road, Rome, NY 13441, or to such other address or addresses as the Landlord may, from time to time, designate. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the first day of the next succeeding month.

### 4. Security Deposit.

Tenant shall NOT be required to post a Security Deposit with the Landlord for the faithful performance of the terms and conditions of this Agreement.

### 5. Insurance and Indemnification.

During the term of the Agreement, including all renewals, Tenant shall maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State where the property is located. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

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) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each location.
- ii) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- iii) 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.

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B) Aviation Commercial General Liability (ACGL) coverage with limits of Insurance of not less than \$30,000,000 each occurrence and \$30,000,000 Products/Completed Operations Aggregate limit.

i) Each Aircraft Limit of \$30,000,000

Each Loss Limit of \$30,000,000

ii) 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.

C) 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.

D) Workers Compensation and Employers Liability

a) Statutory limits apply.

E) Waiver of Subrogation

Tenant waives all rights against Landlord and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, workers compensation and employers liability insurance maintained per requirements stated above.

F) Certificates of Insurance:

Prior to the start of any work the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's Commercial General Liability Policy. These certificates and the insurance policies required above and annexed hereto and marked as Exhibit "C" which is hereby incorporated by reference, contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Landlord.

G) Indemnification

i. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage (including death) to any person or property happening on or about the Demised Premises arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Demised Premises or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

ii. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant, which notice shall be accompanied by a copy of the statement of the claim. Following the notice, Landlord shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to

B

participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph shall survive the expiration or termination of the Agreement.

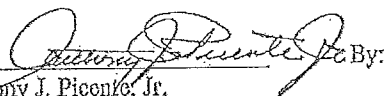
6. General Terms and Conditions.

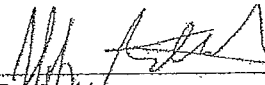
This Agreement is subject to the General Terms and Conditions, annexed hereto and marked as Exhibit "B" which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement which shall become effective as of the date first above written.

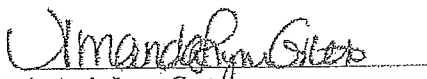
County of Oneida, Landlord

Mercy Flight Central, Inc., Tenant

By:   
Anthony J. Picone, Jr.  
Oneida County Executive

  
Jeff Bankoski  
President/CEO

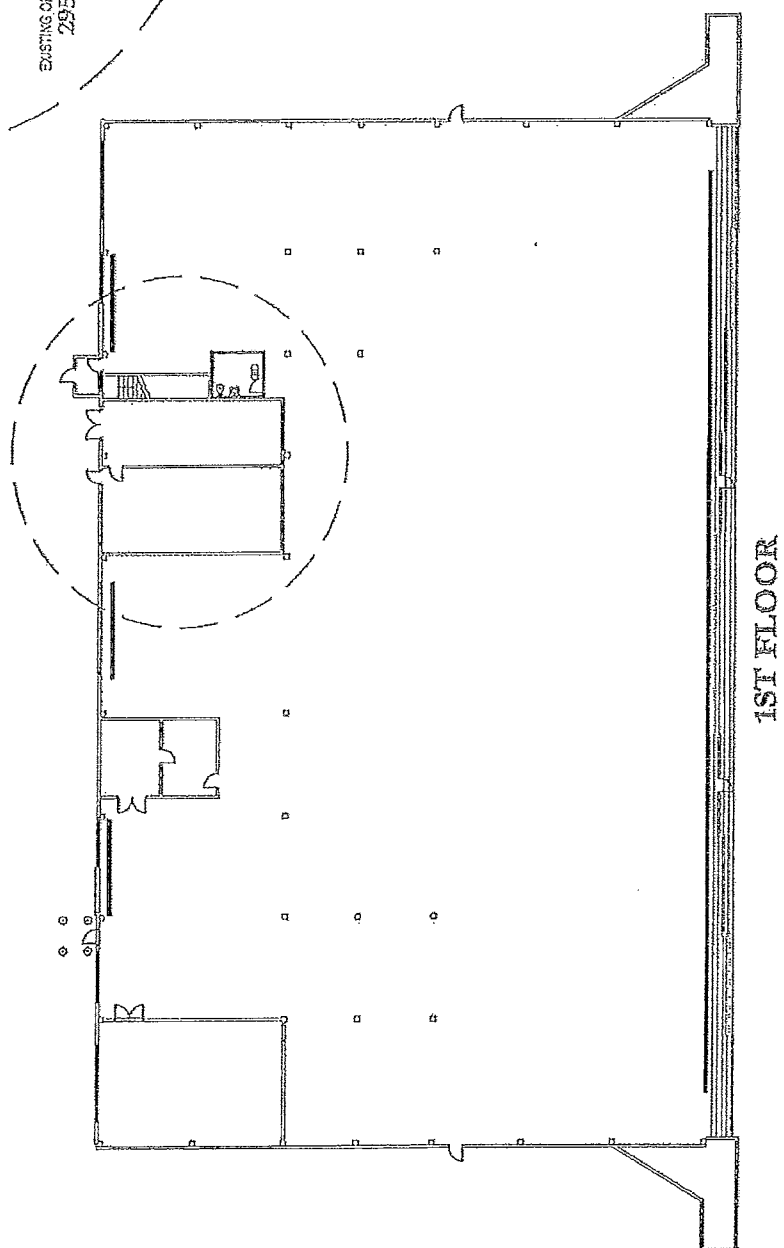
Approved:

  
Amanda Lynn Cortese  
Special Assistant County Attorney

B

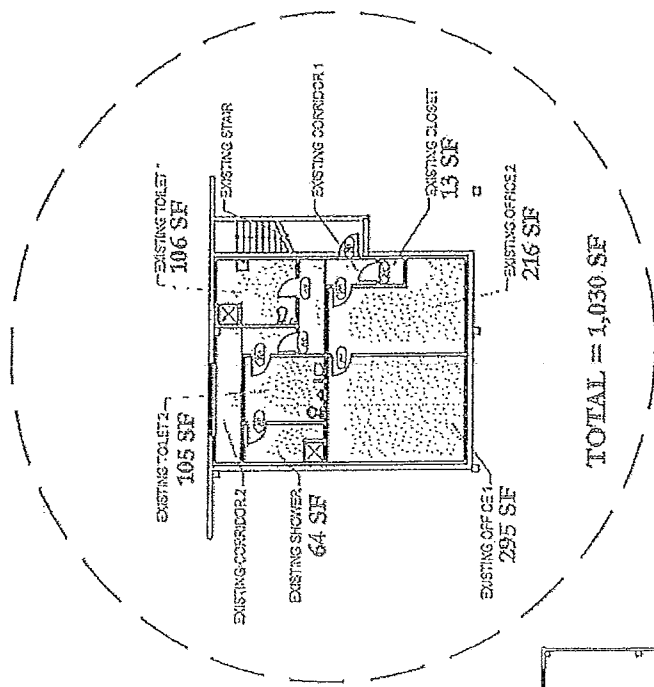
# Exhibit A

B



1ST FLOOR

NOSE DOCK #782



2ND FLOOR

TOTAL = 1,030 SF

EXISTING TOILET 106 SF

EXISTING TOILET 2 105 SF

EXISTING STAIR

EXISTING CORRIDOR 2

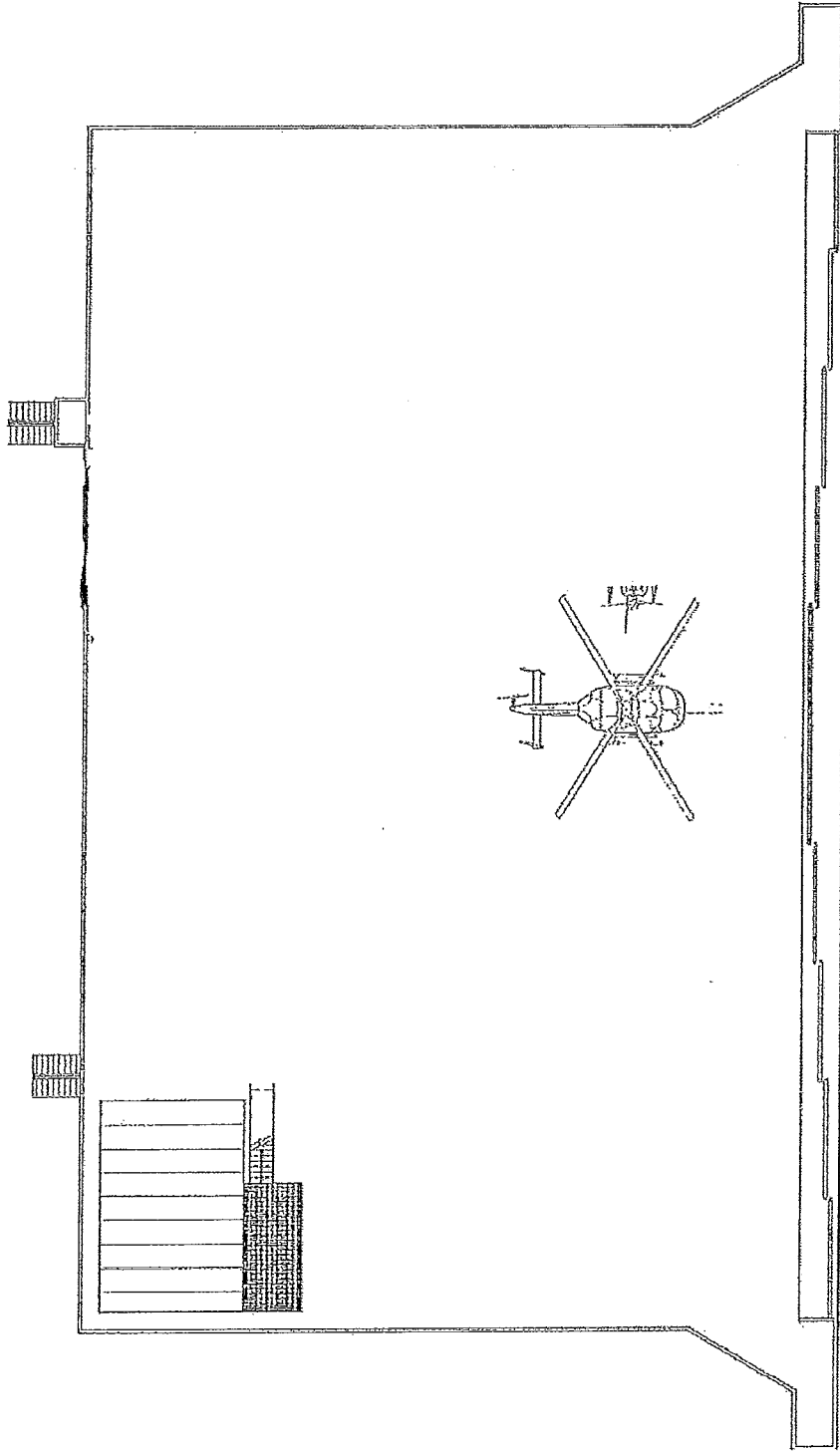
EXISTING SHOWER 64 SF

EXISTING CORRIDOR 1

EXISTING CLOSET 15 SF

EXISTING OFFICE 1 295 SF

EXISTING OFFICE 2 216 SF



NOSE DOCK #783

XXXXXXXXXX

B

# Exhibit B

B

## EXHIBIT "B" - GENERAL TERMS AND CONDITIONS

1. **Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of five percent (5%) of the amount due, in addition to any reasonable attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.
2. **Proration of Rent.** In the event that the Term of this Agreement begins or terminates on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Demised Premises was enjoyed by Tenant.
3. **Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 660 Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may, from time to time, designate, in writing.
4. **Security Deposit.** The Security Deposit, if any, shall be returned to Tenant upon expiration or termination of this Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of this Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under this Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Agreement.
5. **Permitted Uses; Prohibited Uses.**
  - a. The Demised Premises shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Demised Premises unless otherwise approved by Landlord and the local fire marshal. Storage of non-aviation items in the Demised Premises is not allowed. Kerosene or gas-fired heaters or any type of open-flame heaters or devices are prohibited in the Demised Premises.
  - b. In that the Demised Premises are located at the Griffiss International Airport, Tenant shall not use the Demised Premises in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport (hereinafter referred to as "Airport"). Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Demised Premises are suitable for Tenant's intended use.
  - c. Tenant will not make or permit any use of the Demised Premises that would be (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or cause the Landlord to incur liability under any laws relating to the use and storage of hazardous materials.
6. **Ingress and Egress.** Tenant shall have reasonable right of ingress and egress across Landlord's adjoining property in common with others in order to obtain access to the Demised Premises. The ramp areas and taxi-lanes adjacent to the Demised Premises shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the Term of this Agreement and any renewals thereof.
7. **Utilities and Services.** Landlord shall be responsible for providing all utilities and services, including without limitation, electricity, water, gas and sewer services furnished to the Demised Premises, without contribution or apportionment from the Tenant. The Landlord shall not be liable for any interruption or delay in such utility services unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.
8. **Casualty.** In the event that the Demised Premises or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate, provided that the Demised Premises are not rendered unusable by such damage. If the Demised Premises are rendered unusable as determined by Rome City Fire or



Codes personnel and Landlord elects to repair the same, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Demised Premises are rendered unusable and Landlord elects not to repair the same, the Agreement shall be terminable at the option of either party.

**9. Environmental Obligations and Indemnity.**

a. Tenant shall not permit the Demised Premises to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, except that the Tenant may maintain only limited amounts of hazardous or flammable materials in approved storage containers on or about the Demised Premises required for the normal course of conducting Tenant's business. Aviation fuels, gasoline and other like products will be stored in designated locations and storage facilities and will comply with all Federal, State and Local laws, environmental compliance laws and regulations and comply with local fire codes. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Demised Premises, and, if such environmental damage resulting from Tenant's use of the Demised Premises is discovered, Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage. Furthermore, Tenant shall notify Landlord, in writing, of any incident or occurrence which results in environmental damage within twenty-four (24) hours after such incident or occurrence or following the discovery of same.

b. The environmental indemnification provisions of this paragraph shall survive the expiration or termination of the Lease.

**10. Obligations of Landlord.** Landlord will maintain the structural components of the Demised Premises, including hangar doors and hangar door mechanisms, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the reasonable right of ingress to and egress from the Demised Premises over and across the Landlord's adjoining premises, in common with others. To ensure this right, Landlord shall make all reasonable efforts to keep areas adjacent to the Demised Premises free and clear of all hazards and obstructions, natural or man-made.

**11. Obligations of Tenant.**

a. **Storage.** The Demised Premises shall be used only as described in this Agreement.

b. **Maintenance and Repair.** Tenant shall maintain the Demised Premises in a neat and orderly condition, and shall keep all areas clean and clear of oil, grease or toxic chemicals. Tenant shall maintain only limited amounts of hazardous or flammable materials in approved storage containers within or about the Demised Premises. No boxes, crates, rubbish, paper or other litter shall be permitted to accumulate within or about the Demised Premises.

c. **Damage.** Tenant shall be responsible for all damage to the Demised Premises caused by use or negligence of Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Demised Premises caused by the use or negligence of Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall be deemed "additional rent" and shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Demised Premises without first obtaining Landlord's written permission and obtaining any permits, if required.

d. **Tenant's Personal Property.** All personal property placed or moved into the Demised Premises shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupant at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored upon the Demised Premises is at Tenant's sole risk.

e. **Compliance with Laws.** Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies or by Landlord. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Demised Premises, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant agrees to

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cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. **Fire Extinguisher.** Tenant shall maintain at all times, in the Demised Premises, a minimum of two (2) approved twenty (20) pound dry chemical portable fire extinguishers suitable for use on Class "A", "B", and "C" fires with a current inspection certificate from an approved fire equipment company affixed.

g. **Surrender upon Termination.** On the expiration or termination of the Agreement, Tenant shall immediately surrender possession of the Demised Premises and shall remove aircraft and all other property therein, leaving the Demised Premises in the same condition as when received, ordinary wear and tear excepted. Tenant shall be liable for any and all damage to the Demised Premises caused by the use or negligence of Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to floors due to fuel or oil spillage. If Tenant fails to remove such items from the Demised Premises and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs upon proper demand by Landlord.

h. **Compliance with All Resolutions, Rules, Regulations, and Standards.** Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the Airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant. The parties agree that Tenant's use of the Demised Premises and any rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

i. **Signs.** Tenant shall not erect or post any signs without the Landlord's written permission.

j. **Covenant Not to Abandon.** Tenant hereby covenants not to abandon the Demised Premises prior to the expiration of the Term without a Surrender Agreement with the Landlord in place. Abandonment of the Demised Premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the Demised Premises unattended, or removal of substantial portions of Tenant's property from the Demised Premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the Demised Premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the Demised Premises, and the Tenant hereby consents to such injunction or order, in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of the Term.

k. **Covenant Not to Vacate.** Tenant hereby covenants to continuously occupy the Demised Premises and not to vacate the Demised Premises prior to the expiration of the Term, without a Surrender Agreement with the Landlord in place. Vacating the Demised Premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the Demised Premises unattended, or removal of substantial portions of Tenant's property from the Demised Premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any failure to occupy the Demised Premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the Demised Premises, and the Tenant hereby consents to such injunction or order, in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of the Term.

l. **Covenant of Continuous Operations.** The Tenant hereby covenants that during the Term, the Tenant will continue its operations for the entire length of the Lease and not cease operations or leave the Demised Premises prematurely without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the Demised Premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including

but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

m. **Personnel Badging Requirement.** Tenant acknowledges that any personnel employed, contracted by, visiting or conducting business with the Tenant that require airport movement area access require the appropriate badging or badged escort for entry onto the movement area. Badging of personnel can be coordinated through the Oneida County Department of Aviation Administrative offices. There is a fee for the badging process.

**12. Nondiscrimination.** Notwithstanding any other provision of this Agreement, during the Term of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and/or assigns, as the case may be, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Demised Premises on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

b. In the construction of any improvements on, over, or under the Demised Premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

c. Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Demised Premises and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

**13. Reservation of Rights by Landlord.**

a. **Development.** Landlord reserves the right to further develop and improve the Airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the Airport, Landlord reserves the right upon reasonable notice to enter upon the Demised Premises and make improvements to same. Landlord shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further development of the Airport.

b. **Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size facility in other areas of the Airport at Landlord's sole expense.

c. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the Airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated accordingly during the tenancy by the government.

**14. Right of Access and Inspection.**

a. Landlord will retain a key for access to the Demised Premises. Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Demised Premises between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Demised Premises for security, fire, other emergencies, or making repairs.

**15. Assurance Agreements.** This Agreement is subordinate to the provisions of any and all existing and future agreements between the Landlord and the State of New York or the United States of America relative to the operation, maintenance, or development of the Airport, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof.

**16. Federal Aviation Administration Requirements.** In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in this Agreement as a condition precedent to (1) the granting of funds for the improvement of the Airport, or (2) as a condition precedent to compliance with FAA

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regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to this Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to a reduction in size of the Demised Premises, or a change in the authorized use to which Tenant has put the Demised Premises without an adjustment in Rent.

**17. Airspace.** As a condition of this Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Demised Premises to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

**18. No Grant of Exclusive Right or Privilege.** Notwithstanding anything contained in this Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the Airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Demised Premises in accordance with the Agreement.

**19. Sublease.**

a. Tenant shall not enter into any sub-agreement or sub-lease of the Demised Premises or assign its rights under this Agreement without prior written approval of Landlord. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by this Agreement or any interest therein, and shall not sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership of Tenant, without first obtaining the written consent of the Landlord. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of this Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, from any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

**20. Condition of Premises.** Tenant shall accept, and has accepted, the Demised Premises in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Demised Premises.

**21. Disclaimer of Warranty and Responsibility for Securing Aircraft.** Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Demised Premises and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the Demised Premises or Airport at Tenant's sole risk.

**22. Alterations; Liens.**

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Demised Premises without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Demised Premises shall become Landlord's property and shall, at the election of the Landlord, remain in the Demised Premises at the expiration or termination of the Agreement without

compensation or payment to Tenant, Tenant shall not suffer or permit any lien to be filed against the Demised Premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the Demised Premises or any part thereof under Tenant. If any such lien is filed against the Demised Premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in procuring the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises placed against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' fees incurred in the defense of any suit in discharging the Demised Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the Demised Premises by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Demised Premises. All materialmen, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Demised Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

**23. Events of Default by Tenant.** The occurrence of any of the following shall constitute an event of default under the Agreement:

a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days after written notice;

b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;

c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

d. Landlord determines that Tenant is not in compliance with the terms of the Agreement on a routine or consistent basis.

e. **Material Default.** The failure of Tenant to comply with any terms or conditions of the Lease or to the General Terms and Conditions set forth herein shall be considered a material breach of the Agreement.

**24. Remedies on Default by Tenant.** In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, without notice and demand whatsoever to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Demised Premises and to remove the aircraft and any other property of Tenant from the Demised Premises without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-routing the Demised Premises, and loss of Rent through the inability to re-let the Demised Premises.

b. Landlord shall have the right to enter upon and take possession of the Demised Premises, and re-let the Demised Premises and receive the Rents therefore without thereby terminating or avoiding the Agreement, Tenant agrees to pay Landlord on the due date of each month thereafter sums equivalent to the monthly Rent payable under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' fees for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

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d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

25. **Landlord's Lien.** Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for sixty (30) days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon an indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of this Agreement.

26. **Notices.** All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement, or at such other address as may, from time to time, be designated by such party. All notices shall be in writing and shall be either personally to the other party in hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

#### 27. **Miscellaneous Provisions.**

a. **Successor's Bound.** This Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties, as the case may be.

b. **Joinder by Guarantor; Personal Guarantee.** By joining in the execution of this Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of this Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of this Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of this Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing this Agreement as Guarantor, the obligations imposed by this Agreement on Guarantor shall be joint and several.

c. **Construction of Agreement.** Words of any gender used in this Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or expand the terms and provisions of this Agreement.

d. **Judicial Interpretation.** If any provision of this Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of the Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

e. **Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to this Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in this Agreement, and all other

provisions of this Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from this Agreement and such severance shall not invalidate any other provision of this Agreement or this Agreement itself.

f. **Joint Obligations.** If there is more than one person or entity signing this Agreement as Tenant, the obligations imposed by this Agreement on Tenant shall be joint and several.

g. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Demised Premises shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

h. **Written Modifications.** No provision of this Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest with the same formality as the original Agreement.

i. **Venue; Law.** Venue for all court proceedings to enforce or interpret this Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

j. **Subordination.** Upon request of Landlord, Tenant will in writing subordinate Tenant's rights under this Agreement to the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by Landlord.

k. **Relationship of Parties.** Tenant shall never at any time during the term of this Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

l. **Attorneys' Fees.** It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party.

m. **Recording.** This Agreement shall not be recorded in the public records.

# Exhibit C



# JOHN F. THRONE & Co.

INSURANCE MARKETING, INC.

## CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER: COUNTY OF ONEIDA  
ATTN: COMMISSIONER OF FINANCE  
800 PARK AVENUE  
UTICA, NEW YORK 13501

NAMED INSURED: MERCY FLIGHT CENTRAL, INC. AND MERCY FLIGHT CENTRAL HOLDING, LLC  
2420 BRICKYARD ROAD  
CANANDAIGUA, NEW YORK 14424

POLICY PERIOD: OCTOBER 28, 2015 to OCTOBER 28, 2016

INSURANCE COMPANY(IES): STARR INDEMNITY AND LIABILITY COMPANY THROUGH STARR AVIATION AGENCY, INC. (40%)  
AND VARIOUS INSURERS AS HELD ON FILE.

### AIRCRAFT LIABILITY COVERAGE WITH RESPECT TO: ALL SCHEDULED AIRCRAFT

LEAD POLICY NO.: SASICOM60109415-01

LIABILITY COVERAGES	LIMITS OF LIABILITY EACH PERSON	EACH OCCURRENCE
Bodily Injury Excluding Passengers	\$	\$
Property Damage	\$ XXXX	\$
Passenger Bodily Injury	\$	\$
Single Limit Including Passengers, With Passenger Liability Limited To	\$ XXXX	\$30,000,000.
	\$	\$ XXXX

### AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE

LEAD POLICY NO.: SASICOM60109515-01

LIABILITY COVERAGES:	LIMITS OF LIABILITY		
General Aggregate Limit	N/A		
Each Occurrence Limit	\$30,000,000.		
Products/Completed Operations Aggregate Limit	\$30,000,000.		
Personal & Advertising Injury Aggregate Limit	\$26,000,000.		
Premises Medical Payments (any one person)	\$10,000.		
Fire Legal Liability (any one fire)	\$1,000,000.		
Hangarkeepers Liability	\$1,000,000.	each aircraft	\$1,000,000. each loss
Hangarkeepers Deductible	\$5,000.	each aircraft	

### OTHER COVERAGES/CONDITIONS/REMARKS:

- The Certificate Holder is included as an Additional Insured on liability coverage(s), but only with respect to operations of the Named Insured.

THIS INSURANCE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF THE AIRCRAFT, AIRCRAFT PARTS, OR ANY OTHER PRODUCT BY THAT PERSON OR ORGANIZATION.

THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE ACTUAL COVERAGES PROVIDED BY THE POLICY(IES) SPECIFIED ABOVE.

CERTIFICATE NO.: 44

DATE: April 8, 2016

BY: 

Two Union Square, 601 Union Street, Suite 4551 • Seattle, WA 98101-2362 • Tel: (206) 622-3636 • Fax: (206) 623-6286

*B*



# CERTIFICATE OF LIABILITY INSURANCE

MERCFLI-01 CDARLING

DATE (MM/DD/YYYY)  
4/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME: Cheryl Darling, CPCU, AAI, AIS
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: cheryl@paris-kirwan.com ADDRESS: _____
INSURED  Meroy Flight Central, Inc. 2420 Brickyard Road Canandaigua, NY 14424	INSURER(S) AFFORDING COVERAGE
	INSURER A: Arch Insurance Company
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADULTS/UBR/INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emergency Srvc Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO/SECT <input type="checkbox"/> LOC OTHER: _____		MEPK08938610	10/30/2015	10/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MEPK08938610	10/30/2015	10/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		MEUM07170708	10/30/2015	10/30/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

County of Onondaga  
Attn: Commissioner of Finance  
800 Park Avenue  
Utica, NY 13501

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Lawrence Stearns*

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B



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

100 CHESTNUT STREET - SUITE 1000, ROCHESTER, NEW YORK 14604  
Phone: (585) 258-2000

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 161427751  
MERCY FLIGHT CENTRAL INC  
2420 BRICKYARD ROAD  
CANANDAIGUA NY 14424

<b>POLICYHOLDER</b> MERCY FLIGHT CENTRAL INC 2420 BRICKYARD ROAD CANANDAIGUA NY 14424	<b>CERTIFICATE HOLDER</b> COUNTY OF ONEIDA ATTN: COMMISSIONER OF FINANCE 800 PARK AVENUE UTICA NY 13501
--	---

<b>POLICY NUMBER</b> R1134 803-4	<b>CERTIFICATE NUMBER</b> 354680	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 10/30/2015 TO 10/30/2016	<b>DATE</b> 4/8/2016
-------------------------------------	-------------------------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1134 803-4 UNTIL 10/30/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/30/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 92556079



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name and Address of Insured (Use street address only)  <b>MERCY FLIGHT CENTRAL INC</b></p> <p><b>2420 BRICKYARD ROAD</b>  <b>CANANDAIGUA, NY 14425</b></p>	<p>1b. Business Telephone Number of Insured  <b>585-396-0584</b></p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured  <b>952198</b></p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number  <b>161427751</b></p>
<p>2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder)  <b>County of Oneida</b></p> <p><b>ATTN: Commissioner of Finance</b></p> <p><b>800 Park Avenue</b>  <b>Utica, NY 13501</b></p>	<p>3a. Name of Insurance Carrier  <b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity listed in box "1a":  <b>DBL226591</b></p> <p>3c. Policy effective period:  <b>01/01/2016</b> to <b>12/31/2016</b></p>

4. Policy covers:

- a.  All of the employer's employees eligible under the New York Disability Benefits Law
- b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits Insurance coverage as described above.

Date Signed 4/8/2016 By *Richard Witt*  
 (Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

**IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.**

**PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State of New York  
 Worker's Compensation Board**

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
 (Signature of NYS Worker's Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS Disability Benefits Insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

*B*

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?  YES  NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

# JOHN F. THRONE & CO.

INSURANCE MARKETING, INC.

## CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER: GRIFFISS INTERNATIONAL AIRPORT  
RUSSELL STARK, COMMISSIONER, ONEIDA COUNTY DEPARTMENT OF AVIATION  
660 HANGAR ROAD, SUITE 223  
ROME, NY 13441

NAMED INSURED: MERCY FLIGHT CENTRAL, INC. AND MERCY FLIGHT CENTRAL HOLDING, LLC  
2420 BRICKYARD ROAD  
CANANDAIGUA, NEW YORK 14424

POLICY PERIOD: OCTOBER 28, 2016 to OCTOBER 28, 2017

INSURANCE COMPANY(IES): STARR INDEMNITY AND LIABILITY COMPANY THROUGH STARR AVIATION AGENCY, INC. (40%)  
AND VARIOUS INSURERS AS HELD ON FILE.

### AIRCRAFT LIABILITY COVERAGE WITH RESPECT TO: ALL SCHEDULED AIRCRAFT

LEAD POLICY NO.: SASICOM60109416-02

LIABILITY COVERAGES	LIMITS OF LIABILITY EACH PERSON	EACH OCCURRENCE
Bodily Injury Excluding Passengers	\$	\$
Property Damage	\$ XXXX	\$
Passenger Bodily Injury	\$	\$
Single Limit Including Passengers, With Passenger Liability Limited To	\$ XXXX	\$30,000,000.
	\$	\$ XXXX

### AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE

LEAD POLICY NO.: SASICOM60109516-02

LIABILITY COVERAGES:	LIMITS OF LIABILITY		
General Aggregate Limit	N/A		
Each Occurrence Limit	\$30,000,000.		
Products/Completed Operations Aggregate Limit	\$30,000,000.		
Personal & Advertising Injury Aggregate Limit	\$25,000,000.		
Premises Medical Payments (any one person)	\$10,000.		
Fire Legal Liability (any one fire)	\$1,000,000.		
Hangarkeepers Liability	\$1,000,000.	each aircraft	\$1,000,000.
Hangarkeepers Deductible	\$5,000.	each aircraft	each loss

### OTHER COVERAGES/CONDITIONS/REMARKS:

\* The Certificate Holder is included as an Additional Insured on liability coverage(s), but only with respect to operations of the Named Insured.

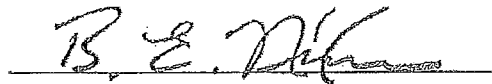
THIS INSURANCE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF THE AIRCRAFT, AIRCRAFT PARTS, OR ANY OTHER PRODUCT BY THAT PERSON OR ORGANIZATION.

THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE ACTUAL COVERAGES PROVIDED BY THE POLICY(IES) SPECIFIED ABOVE.

CERTIFICATE NO.: 34

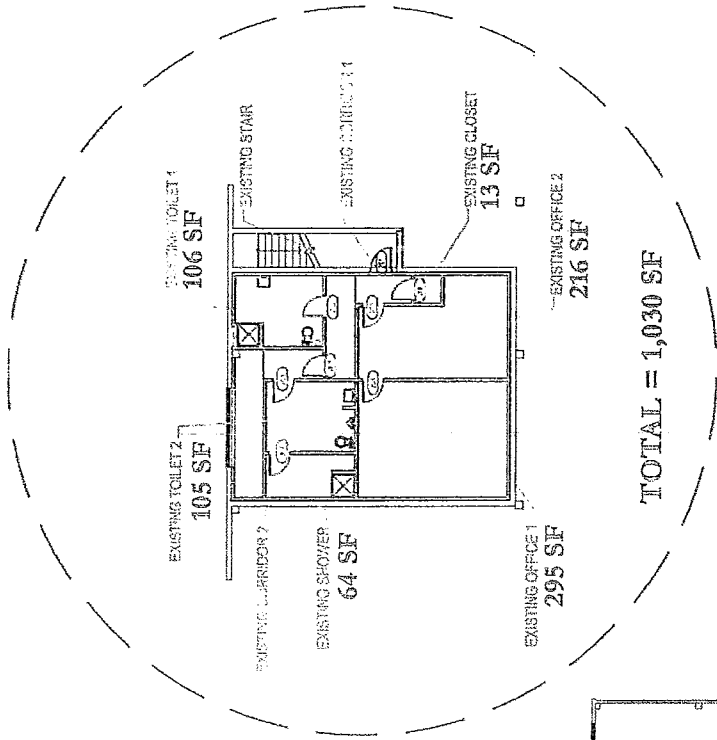
DATE: OCTOBER 28, 2016

BY:

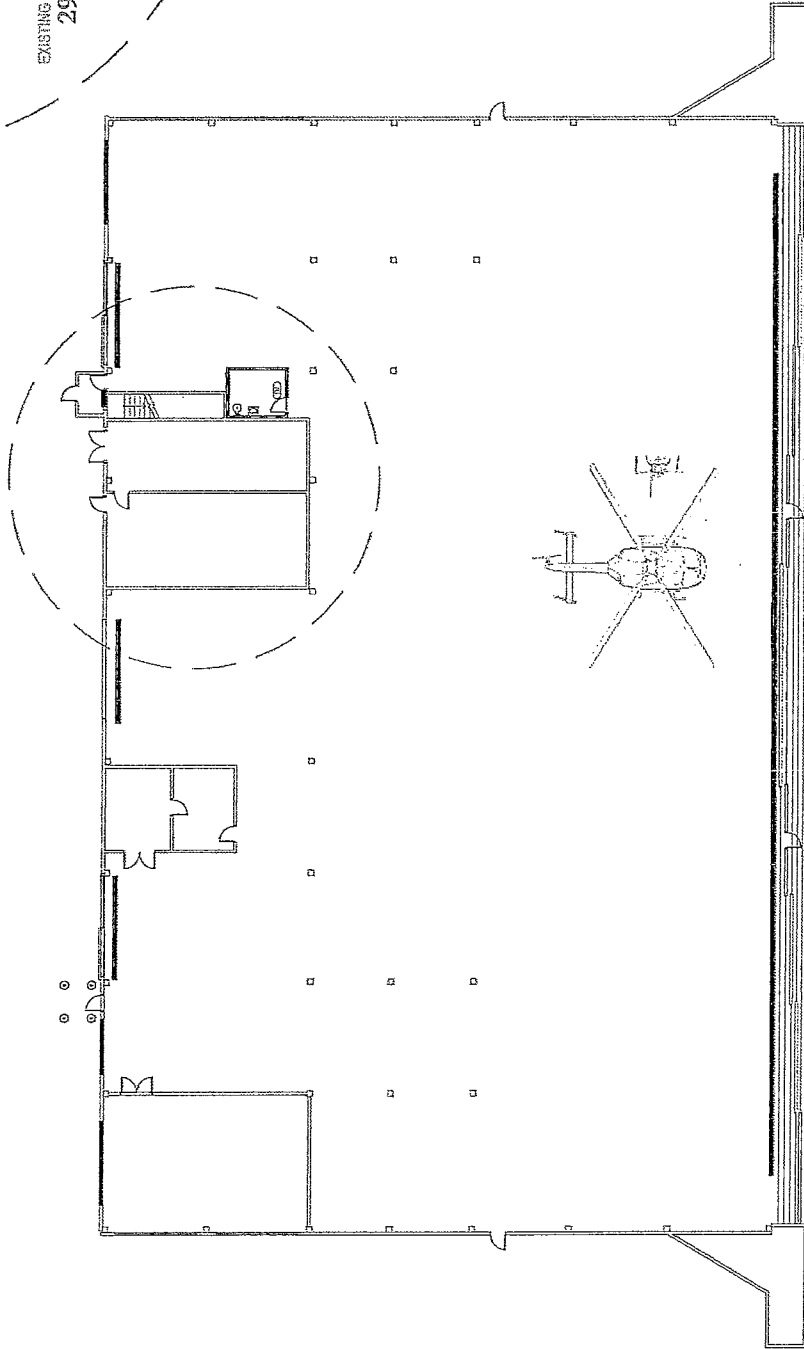


Two Union Square, 601 Union Street, Suite 4551 • Seattle, WA 98101-2362 • Tel: (206) 622-3636 • Fax: (206) 623-6286

# ATTACHMENT 2



**2ND FLOOR**



**1ST FLOOR**

**NOSE DOCK #782**



ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Laurie Lisi  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Scotti  
Bernard L. Hyman, Jr.  
Todd C. Carville  
Michael R. Nolan  
Joshua L. Bauer

Dawn Catera Lupi  
First Assistant

Steven P. Feiner  
Sarah E. DeMellier  
Luke C. Davignon  
William J. Barry III  
Kevin J. Dwyer  
Stephanie N. Singe  
Paul S. Kelly  
Travis J. Voxall  
Maria Murad Blais  
Rebecca G. Kelleher

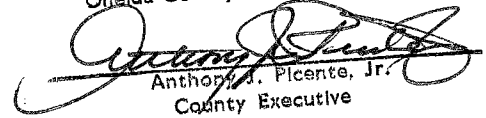
FN 20 17-305

August 23, 2017

**PUBLIC SAFETY**  
**WAYS & MEANS**

The 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.  
County Executive

Date 8-28-17

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2017 budgetary transfers within the District Attorney's cost center to balance the current deficits and cover anticipated expenditures for the remainder of the year.

TO:

A1162.454 District Attorney, Travel – Meetings/Seminars	\$6,000.
A1165.413 District Attorney – Rent/Lease Equipment	\$7,500.
A1165.492 District Attorney – Computer Software/Licenses	\$7,500.

FROM:

A1162.211 District Attorney, Office Equipment	\$6,000.
A1165.251 District Attorney, Automotive Equipment	\$7,500.
A1165.251 District Attorney – Automotive Equipment	\$7,500.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

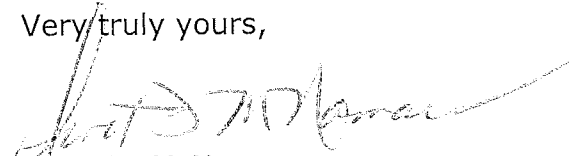


August 23, 2017  
Page Two

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,



Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. George E. Joseph, Majority Leader  
Hon. Philip M. Sacco, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director

Anthony J. Picente, Jr  
Oneida County Executive

John P. Talerico  
Commissioner



**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 7, 2017

FN 20 17-306

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

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

**PUBLIC SAFETY**

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

**WAYS & MEANS**

Date 9/8/17

Dear County Executive Picente:

Attached for your review and approval is correspondence from District Attorney Scott D. McNamara, requesting part time budgeted Assistant District Attorney (Grade 22P Step 3 @ \$33,830) position (1165-043) be upgraded to a full time Assistant District Attorney I (Grade 46P Step 2 @ \$75,029).

As stated in District Attorney McNamara's letter, this position will be partially funded by a grant awarded by the New York State Department of Criminal Justice Services (DCJS).

Therefore, I recommend the part time budgeted Assistant District Attorney (Grade 22P Step 3 @ \$33,830) position (1165-043) be upgraded to a full time Assistant District Attorney I (Grade 46P Step 2 @ \$75,029).

This action will require Board of Legislators approval.

Sincerely,

*John P. Talerico*  
John P. Talerico  
Commissioner

Attachments

Copy: Oneida County District Attorney  
County Attorney  
Budget

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Laurie Lisi  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
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William J. Barry III  
Kevin J. Dwyer  
Stephanie N. Singe  
Paul S. Kelly  
Travis J. Yoxall  
Maria Murad Blais  
Rebecca G. Kelleher

August 22, 2017

John P. Talerico, Commissioner  
Oneida County Department of Personnel  
800 Park Avenue  
Utica, New York 13501

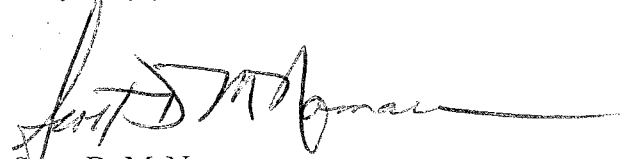
Dear John,

By this letter, I am hereby requesting the part-time Assistant District Attorney position (position number 43) become a full-time Assistant District Attorney position. At the present time, there are grant funds available through the New York State Department of Criminal Justice Services that partially fund this position.

If you have any questions or concerns, please contact me.

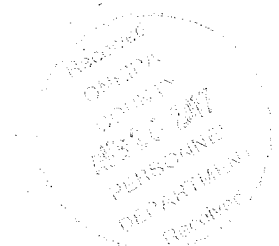
Thank you.

Very truly yours,



Scott D. McNamara  
Oneida County District Attorney

SW  
Enc: 222



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

July 27, 2017

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

FN 20 17-307

PUBLIC WORKS

WAYS & MEANS

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

Anthony J. Picente, Jr.  
County Executive

Date 8/10/17

Dear County Executive Picente,

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. The Town of Whitestown has been awarded the following grant through this program.

### Town of Whitestown

PIN 2754.34: Utica St./Oriskany Ck (BIN 2206300)  
Budget: \$1,400,000 (\$1,330,000 federal/\$70,000 local)  
Scope: Bridge Deck Replacement

On April 12, 2017, the Oneida County Board of Legislators approved an inter-municipal agreement between the Town of Whitestown and Oneida County thereby granting Oneida County the authority to act as project sponsor. The Town of Whitestown will be responsible for the 5% local match and any additional project expenses. Oneida County will have no financial obligations.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that Delta Engineers, Architects, & Land Surveyors, D.P.C. is the most qualified consultant for this project. Subsequently the Department of Public Works negotiated a proposed contract with Delta Engineers, Architects, & Land Surveyors, D.P.C. to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

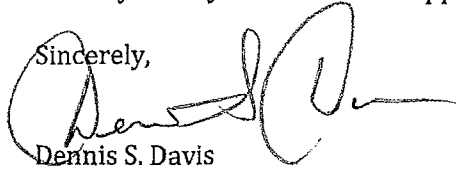
On May 24, 2017 the Oneida County Board of Acquisition and Contractor accepted a proposal from Delta Engineers, Architects, & Land Surveyors, D.P.C. with a Lump Sum fee of \$181,485.00 to prepare a plans and specifications for reconstruction of the Utica Street over Oriskany Creek Bridge in the Town of Whitestown.



If acceptable, please forward the enclosed agreement for the aforementioned services to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis". The signature is fluid and cursive, with a large initial "D" and "S".

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



## AGREEMENT

THIS AGREEMENT, made this day of \_\_\_\_\_ 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, NY, hereinafter called "County," and Delta Engineers, Architects, & Land Surveyors, D.P.C., a domestic professional corporation, organized and existing under the laws of the State of New York with its place of business located at 860 Hooper Road, Endwell, New York 13760, hereinafter called "Consultant," collectively, the "Parties."

### WITNESSETH:

WHEREAS, County requires consulting services to assist the County in preparing detailed plans and specifications for reconstruction of the Utica Street over Oriskany Creek Bridge (BIN 2206300). Project scope includes bridge deck replacement and associated required improvements; and

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

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement;

NOW, THEREFORE, it is mutually agreed by County and Consultant that for the consideration hereinafter set forth, Consultant shall provide certain services identified in **Attachment B** (hereinafter "the Services") to County.

### 1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate no later than September 30, 2021.

### 2. NOTICE TO PROCEED

2.1. This Agreement shall become effective upon execution of the final signature. Consultant shall commence the Services 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.

### 3. COMPENSATION

3.1. The County agrees to pay the Consultant a Lump Sum fee of **One Hundred Eighty-One Thousand Four Hundred Eighty-Five dollars and Zero cents (\$181,485.00)**, for all services identified in **Attachment B**, attached hereto. Payment shall be made on a basis of Services



completed.

3.2. Attachment A, Attachment B, Attachment C, and Attachment D, attached hereto and incorporated herein, shall be used to calculate payment due for Services performed and reimbursable expenses.

3.2.1. Consultant shall provide detailed cost accounting for all reimbursable expenses.

3.3. 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.

3.4. The County reserves the right to withhold payment under this Agreement due to Consultant's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of the Consultant to pay its sub-consultants, (4) damage to the County, or (5) failure to carry out the services in accordance with the Contract Documents. The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.5. 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.

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

#### 4. EXECUTORY OR NON-APPROPRIATION CLAUSE

4.1. 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, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Consultant by certified mail. In such an event the County shall be

under no further obligation to the Consultant other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

## **5. SCOPE OF SERVICES**

**5.1.** The "Contract Documents" consist of this Agreement, any and all Exhibits, and any attachments thereto, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Agreement, and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Section 27.

**5.2.** Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment A**, attached hereto.

**5.3.** The Consultant shall furnish any 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.

## **6. PERFORMANCE OF SERVICES**

**6.1.** Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service to the County under this Agreement.

**6.2.** 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.

**6.3.** 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.

**6.4.** 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.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

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

6.7. Consultant shall use the 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 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.

6.8. 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.

6.9. Consultant may, at the Consultant's own expense, employ or engage the services of sub consultants and/or partners as the Consultant deems necessary to perform the Services. Employees, sub-consultants and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, sub-consultants and/or partners with any salary or benefits. The 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 the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

6.10. Consultant acknowledges and agrees that the Consultant and its employees, sub consultants 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.

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

## **7. NON-ASSIGNMENT**

7.1. In compliance with New York General Municipal Law Section 109, the Consultant agrees not to 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 person or corporation without the previous consent, in writing, by the County.

## **8. SUBCONTRACTS**

8.1. A sub-consultant is a person who has an agreement with the Consultant to perform any of the Services.

8.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of sub-consultants to whom the Consultant proposes to award any portion of the Services. The County shall be provided a copy of any and all agreement(s) between the Consultant and any sub-consultants regarding the award of any portion of the Services within ten (10) days of their final execution.

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

## **9. ARTICLE 8- CHANGE IN SERVICES**

9.1. In case of changes affecting the Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County of the identified changes and advise the County of the recommended solution. Services shall not be performed on such changes without prior written authorization through a Change Order as provided by the County as attached hereto as **Exhibit D.**

## **10. PROJECT MANAGERS**

10.1. County designates the 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 the County's representative, County will notify Consultant of the change in writing.

10.2. Consultant designates Joseph Mieczkowski, 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.

## **11. NOTICES**

**11.1.** Any notice which the 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.

**11.2.** Any notice which Consultant may desire or is required at any time to give or serve upon County may be delivered personally at 5999 Judd Road, Oriskany, NY, or be sent by United States mail, postage prepaid, addressed to Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 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.

## **12. INDEPENDENT CONTRACTOR STATUS**

**12.1.** It is expressly agreed that the relationship of the Consultant and its employees, subcontractors, and/or partners to the County shall be that of Independent Contractors. The Consultant 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 Consultant and its 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.

**12.2.** The 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 services to other entities and/or the general public as a regular course of business. The Consultant and the County agree that the 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.

**12.3.** The Consultant and its subcontractors, and/or partners shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

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

12.5. The Consultant shall be solely responsible for applicable taxes for all compensation paid to the 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 the 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. 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 Consultant shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

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

12.7. 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.

12.8. 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.

### 13. INDEMNIFICATION

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

13.2. The Consultant agrees that it 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 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 the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this Agreement. The obligations of the 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.

13.3. The 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 or omission or commission of error in judgment of any of its officers, trustees, servants or independent sub-consultants, 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 Consultant, its officers, trustees, agents, servants, volunteers or sub-consultants. The 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 the Consultant or not.

#### **14. INSURANCE REQUIREMENTS**

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

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

14.3. The Consultant shall not commence the 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 Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the

coverages required hereunder.

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

14.5. Commercial General Liability Insurance (CGL): The 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 Three Million Dollars (\$3,000,000) annual aggregate. The Consultant agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis, as its interest may appear. 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.

14.5.1. Coverage for the additional insured shall include completed operations.

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

14.5.3. 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.

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

14.5.5. The Consultant shall maintain CGL coverage for itself and the additional insured 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.

14.6. Auto Liability Insurance: The 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. The Consultant agrees to have the County added to said insurance policy/policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear.

14.7. Excess/Umbrella Liability Insurance: The 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. The Consultant agrees to have the County added to said insurance policy/policies as a named additional insured, on a primary, non-contributory basis, as their interests may appear. 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.

14.8. Professional and Pollution Liability Insurance: The Consultant shall maintain a Professional and Pollution liability policy and will provide the 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.

14.9. Workers Compensation and Employers Liability Insurance: The 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.

14.10. 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 the Consultant in the above Insurance Requirements paragraphs

## **15. WAIVER OF SUBROGATION**

15.1. The Consultant waives all rights against the County and the Consultant 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.

## **16. REQUIRED PROVISIONS OF LAW**

16.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

16.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

16.3. The 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. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

## **17. BREACH**

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

17.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate or bond.

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

17.1.3. If the Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.

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

17.1.5. The County shall review Consultant's performance. If it is found the Consultant is

not meeting Agreement conditions, it will be formally notified. If the condition is not corrected, then this will be cause for Agreement termination.

17.1.6. If default shall be made by the Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any attachments or amendments.

17.2. If the Consultant breaches the Agreement, the County may declare the Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, the County may proceed to perform the Services required under the Agreement and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under the Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, the Consultant agrees to reimburse the County for all costs, expenses and damages incurred by the County in completing the Services in accordance with this Agreement.

17.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

## 18. TERMINATION

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

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

18.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill its obligations under this

Agreement through no fault of the Consultant.

**19. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

19.1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at the County's sole risk.

**20. STANDARD ADDENDUM**

20.1. Consultant shall comply with County's Standard Addendum attached hereto as **Attachment E.**

**21. NON WAIVER**

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

**22. CHOICE OF LAW/FORUM**

22.1. 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.

22.2. 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.

**23. CONFLICTS**

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

**24. SUCCESSORS AND ASSIGNS**

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

**25. SEVERABILITY**

25.1. If any provision of this Agreement, or any part thereof, is or becomes void or

unenforceable by force or operation of law, the Parties agree that 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.

## **26. ENTIRE AGREEMENT**

26.1. 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.

26.2. 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.

26.3. 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.

## **27. INCORPORATION BY REFERENCE**

27.1. The following exhibits, attached hereto, are deemed incorporated into this Agreement;

27.1.1. Attachment A – Project Description and Funding

27.1.2. Attachment B – Base Scope of Services

27.1.3. Attachment C – Fee Summary

27.1.4. Attachment D – Project Schedule

27.1.5. Attachment E – Standard Addendum

27.1.6. Attachment F – Change Order

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

## **28. AUTHORITY TO ACT/SIGN**

28.1. The 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 the Consultant; no other action on the part of the 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.

**29. ADVICE OF COUNSEL**

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

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:

\_\_\_\_\_

**DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, D.P.C.**

By:

\_\_\_\_\_  
Anthony Paniccia, P.E.  
Chief Executive Officer

Date:

\_\_\_\_\_

Approved:

By:

\_\_\_\_\_  
Linda B. Lark, Assistant County Attorney

Date:

\_\_\_\_\_

Attachment A

Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of \$ <u>176,423</u>	<p>■The CONSULTANT shall be paid in monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the Sponsor's representative.</p>
ITEM II	<p>■Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</p>	<p>■Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</p> <p>■All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor.</p> <p>■For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$ <u>5,062</u> .</p>	
ITEM III	<p>■Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.</p>	Salvage value	



# Attachment A

## Architectural/ Engineering Consultant Agreement Project Description and Funding

PIN: 2754.34	<i>Term of Agreement</i> Ends: <u>December 31, 2018</u>
BIN: 2206300	
<input checked="" type="checkbox"/> Main Agreement <input type="checkbox"/> Amendment to Agreement [add identifying #] <input type="checkbox"/> Supplement to Agreement	
<b>Phase of Project Consultant to work on:</b>	
<input checked="" type="checkbox"/> P.E./Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction, C/I, & C/S	
Dates or term of Consultant Performance: Start Date: June 15, 2017 Finish Date: December 31, 2018	
<b>PROJECT DESCRIPTION:</b>	
This project involves the Rehabilitation of Utica Street over Oriskany Creek (BIN 3310660)	
Project Location:	
Town of Whitestown, Oneida County	
Consultant Work Type(s): See Attachment B for more detailed Task List. Preliminary and Final Bridge Design and Environmental	

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

\$181,485

Footnotes:

## **ATTACHMENT B**

# **Base Scope of Services**

### **Prepared for:**

**Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, NY 13424**

### **Describing Services for:**

**Utica Street over Oriskany Creek (BIN 2206300)  
Bridge Rehabilitation  
Town of Whitestown  
PIN 2754.34**

**Original: 04/30/17  
Revised: 05/05/17  
Revised: 06/04/17**



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## Section 1 - General

### 1.01 Project Description and Location

This project is known as:

**Project Name:** Town of Whitestown - Utica Street over Oriskany Creek

**PIN:** 2754.34

**Project Description:** Rehabilitation of Utica Street Bridge over Oriskany Creek. Major work items will likely include removal and replacement of the existing deck slab and sidewalks, bearing replacement, bridge seat and backwall repairs/reconstruction, removal of fatigue critical details, new bridge and approach rail, minor substructure repair. Cleaning and painting of the existing beams or complete superstructure removal will also be investigated.

**Project Limits:** The limits of the approach roadway work associated with the bridge rehabilitation are assumed to be within 100 feet from each end of the existing bridge.

Sponsor: Oneida County

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

### 1.02 Contract Administrator

The **Sponsor's** Contract Administrator for this project is:

Name: Mark E. Laramie, PE  
Phone #: 315-793-6236  
Email: mlaramie@ocgov.net

All correspondence to the **Sponsor** should be addressed to:

Mark E. Laramie, PE  
Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, NY 13424

with a copy to:

Tim Decker  
Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, NY 13424  
Email: tdecker@ocgov.net

The **Sponsor's** Contract Administrator should receive copies of all project correspondence

directed other than to the **Sponsor**.

### 1.03 Project Classification

This project is assumed to be a Class (II) action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be (Type II).

### 1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way <b>(Not Used)</b>
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support <b>(Not Used)</b>
Section 9	Construction Inspection <b>(Not Used)</b>
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1-4,6,7, and 10.

### 1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information (as available):

- Approved project initiation document (Initial Project Proposal or similar documentation plus any supporting information) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Current & future transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.

- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes thorough review of all supplied project information and a site visit to become familiar with field conditions.

## 1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Contract Administrator. Meetings may be held to:

- Discuss all project issues, objectives, etc. with **Sponsor** (a "kick-off" meeting).
- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

## 1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period).

## 1.08 Policy and Procedures

The design of this project will be progressed in accordance with the "*NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual*", including the latest updates.

If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

## 1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

## 1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime **Consultant's** and other subconsultants' work.

## 1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

## Section 2 - Data Collection & Analysis

### 2.01 Design Survey

Survey will be done in accordance with the standards set forth in the "Procedures for Locally Administered Federal Aid Projects" manual.

#### A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey. Survey and Mapping will extend from 250 ft. west of the west abutment to 250 ft. east of the east abutment with a bandwidth of approximately 75 ft. In addition, the survey will include locating all trees within limits by type and diameter (at breast high).

The **Consultant** will establish written contact, and attempt verbal contact, with each of the involved property owners prior to entering private property.

#### B. Photogrammetric Survey - Not Used

#### C. Stream Survey - Not Used

#### D. Survey of Wetland Boundaries – Not used

#### E. Supplemental Survey – Not Used

#### F. Standards

Survey will be done in accordance with the standards set for the *NYS DOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of the SOS.

### 2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1"=20' scale mapping with 0.5 foot contour intervals.
- 1"=200' scale mapping (large-scale projects only).

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

### 2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.



## 2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

## 2.05 Traffic Counts

The **Sponsor** will provide traffic count data for existing conditions and growth factors for forecasting.

The **Consultant** will forecast and provide design year volumes in accordance with the requirements noted in *the NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e.g., am, noon, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

## 2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed estimates for the peak hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

## 2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

## 2.08 Soil Investigations – Not Used

## 2.09 Hydraulic Analysis – Not Used

## 2.10 Bridges to be Rehabilitated

### A. Inspection

The **Consultant** will perform a field inspection of the bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level 1 load rating. The intent is to supplement the inspection done as part of the NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of an in-depth inspection of each bridge in accordance with the current AASHTO "Manual for Bridge Evaluation."

### B. Bridge Deck Evaluation - Not Used

### C. Substructure Coring - Not Used

### D. Load Rating of Existing Bridge

The **Consultant** will perform a Level 1 load rating of the existing bridge in accordance with NYSDOT's *Uniform Code of Bridge Inspection*. Immediately upon completion, the **Consultant** will transmit two copies of the load rating calculations and summary sheets to the **Sponsor** and the Regional Local Projects Liaison for filing.

### E. Fatigue Evaluation

The **Consultant** will analyze, in accordance with the current AASHTO *Guide Specification for Fatigue Evaluation of Existing Bridges*, those metal structural elements which will or may be retained in the rehabilitated bridge. Where this guide specification does not apply (e. g., severe corrosion, mechanical damage, repaired fatigue damage, wrought iron instead of steel, etc.), the **Consultant** will develop an appropriate approach for comprehensive fatigue evaluation while maintaining close coordination with the **Sponsor** for guidance and input. The **Consultant** will then conduct the evaluation accordingly.

For situations where the calculated remaining safe life is less than the planned remaining service life, the **Consultant** will develop various conceptual strategies to improve fatigue performance and/or safely manage the risk. The **Consultant** will prepare and submit to the **Sponsor** a technical memorandum documenting the relative advantages, disadvantages, and approximate costs of each strategy along with specific recommendations.

The **Sponsor** will determine the strategy to be adopted.

For situations where the calculated remaining safe life is equal to or greater than the planned remaining service life, the **Consultant** will prepare and submit to the **Sponsor** a technical memorandum documenting the results of the fatigue evaluation.

## 2.11 Pavement Evaluation – Not Used

## Section 3 - Preliminary Design

### 3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual*.

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

### 3.02 Development of Alternatives

#### A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

## B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and may include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping.
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1"=20' plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1"=20' horizontal and 1"=4' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

### 3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

### **3.04 Preparation of Draft Design Approval Document**

For this project the Design Approval Document (DAD) will be a Bridge Rehabilitation Report (BRR).

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the *NYS DOT Project Development Manual (PDM)*.

The **Consultant** will submit 3 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments.

The **Sponsor** will submit 2 copies to the NYS DOT for preliminary NYS DOT review.

The **Consultant** will revise the Draft DAD to incorporate the comments. The **Consultant** will evaluate and prepare individual responses to the review comments received.

### **3.05 Advisory Agency Review**

The **Consultant** will provide the **Sponsor** with 1 copy of the Draft DAD for distribution to the Town of Whitestown for review.

The **Consultant** will evaluate and prepare individual responses to the review comments received.

### **3.06 Public Information Meeting(s) and/or Public Hearing(s)**

#### **A. Public Information Meeting(s)**

The **Consultant** will assist the **Sponsor** at one (1) public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification by providing a newspaper advertisement to the **Sponsor**.

#### **B. Public Hearing(s) – Not Used**

### **3.07 Preparation of Final Design Approval Document**

The **Sponsor** will obtain all necessary approvals and concurrence, and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM Manual*, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit 3 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit 1 copy of the Final DAD to the Town of Whitestown for review.

The **Sponsor** will submit 2 copies of the Final DAD to the NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

## Section 4 - Environmental

The environmental investigations described in this section will be investigated at the inception of the project, and the information obtained on environmental constraints will be considered during the alternative development and evaluation process.

### 4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the Federal Environmental Approvals (FEA) Worksheet, and forward the completed worksheet to the **Sponsor** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

### 4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the DAD in the Appendix of the DAD.

### 4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the **Sponsor** for attestation.

### 4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks



- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the *PLAFAP Manual* and detailed in the NYSDOT's *PDM* and *The Environmental Manual (TEM)*, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

Asbestos

The **Consultant** shall perform a preliminary investigation for the presence of asbestos-containing materials (ACM's) within the project site and corridor, using the following screening techniques:

The **Consultant** shall review available as-built drawings, record plans, and other construction drawings of the structure and facilities in the project area, including but not limited to pavement, shoulders, subgrade, underground utilities, buildings, and bridges which could potentially require alterations or demolition as part of the project (including those previously acquired by the Sponsor or NYSDOT) to determine whether the presence of ACM's is indicated. For estimating purposes it is assumed that only the Utica Street Bridge will be reviewed as part of this task.

Lead Containing Materials

The **Consultant** shall perform a preliminary investigation for the presence of lead containing materials within the project site and corridor.

**4.05 Detailed Studies and Analyses**

Based on the work performed in Section 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the *PLAFAP Manual*, as well as in the *PDM* and the *TEM*. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. General Ecology and Endangered Species

- B. Asbestos Containing Materials
- C. Lead Containing Materials
- D. Invasive Species

Sampling for Lead Containing Materials and Asbestos Containing Materials will be performed in accordance Section 10.

The findings of the Asbestos Assessment and Lead Assessment will be summarized in the DAD.

The design of asbestos abatement/removal if required, will be covered under a Supplemental Agreement.

#### **4.06 Permits and Approvals – Not Included**

## **Section 5 - Right-of-Way**

### **Right-of-Way Incidentals Phase**

- 5.01 Abstract Request Map and/or Title Search – Not Used**
- 5.02 Right-of-Way Survey – Not Used**
- 5.03 Right-of-Way Mapping– Not Used**
- 5.04 Right-of-Way Plan – Not Used**
- 5.05 Right-of-Way Cost Estimates – Not Used**
- 5.06 Public Hearings/Meetings – Not Used**
- 5.07 Property Appraisals – Not Used**
- 5.08 Appraisal Review – Not Used**

### **Right-of-Way Acquisition Phase**

- 5.09 Negotiations and Acquisition of Property – Not Used**
- 5.10 Relocation Assistance – Not Used**
- 5.11 Property Management – Not Used**

## Section 6 - Detailed Design

### 6.01 Preliminary Bridge Plans

#### 1) Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The Preliminary Bridge Rehabilitation plan will indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

#### 2) Selected Structural Treatment

The **Consultant** will modify the Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence.

### 6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

The **Consultant** will prepare and submit 5 copies of the ADPs to the **Sponsor** for distribution and review. The **Consultant** will modify the design to reflect the comments generated from the review of the ADP package.

### 6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage

- rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- PS&E Transmittal Memo
- Other pertinent information.

The **Consultant** will submit 5 copies of the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

#### **6.04 Cost Estimate**

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

#### **6.05 Utilities**

The **Consultant** will coordinate required relocations with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see *PLAFAP Manual* Appendix 10-8). The **Sponsor** will be responsible for obtaining signed agreements.

#### **6.06 Railroads - Not Used**

#### **6.07 Bridge Inventory Forms – Not Used**

#### **6.08 Information Transmittal**

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic copies of plans. The electronic information will be in PDF format.

For bridge projects the **Consultant** will submit the Level 1 Load Rating information to the **Sponsor** for their records, based upon design data.

## Section 7 - Advertisement, Bid Opening and Award

### 7.01 Advertisement / Pre-Bid Meeting

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. The **Sponsor** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

The **Consultant** will attend a pre-bid meeting. The **Sponsor** will arrange for the location of the pre-bid meeting.

### 7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

### 7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced.
- For pay items more than 25% over the Engineer's Estimate:
  - Checking accuracy of quantity calculations
  - Determining appropriateness of price bid work in the item.
  - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Consultant** will assist the **Sponsor** in preparing the Award Package by providing the following:

- Memorandum of Bids
- Bid Analysis / Recommendation of Award Memorandum
- Construction Management (Monitoring) Plan
- Documentation of Low Bidder's Responsibility, consisting of:
  - ✓ Review of Partial List of Employers Ineligible to Bid or be Awarded Any Public Work Contract, from the NYS Department of Labor website.
  - ✓ Web search results for General Services Administration "Excluded Parties Listing System"

- ✓ Web search results for NYS Department of State, Division of Corporations, Entity Information.
- ✓ Web search results for U.S. Department of Labor, OSHA violations in the past 3 years.

The **Sponsor** will complete remaining required documentation and transmit the Award Package to the NYSDOT.

The **Sponsor** will award the contract and will transmit the Award Package to the NYSDOT as described in the *PLAFAP Manual*.

**Section 8 - Construction Support (Not Used)**

**Section 9 - Construction Inspection (Not Used)**



## Section 10 - Estimating & Technical Assumptions

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1) Estimate 4 meetings during the life of this agreement.  
Estimate 18 cost and progress-reporting periods will occur during the life of this agreement.
- Section 2) Assume that GPS methods and equipment will be used to establish local control points.  
Estimate 3 accidents will require review.  
Estimate 1 capacity analyses will be required.  
Estimate 0 soil borings will be taken.  
Pavement evaluation is not required or included.
- Section 3) Estimate 2 concepts will be evaluated.  
Estimate 1 design alternative will be analyzed in addition to the null alternative.  
Estimate 1 cost estimate(s) plus 1 update will be required for each alternative.  
Estimate 1 bridges will be rehabilitated.  
Estimate 1 public meeting will be held.  
Estimate 0 public hearings are needed.
- Section 4) Estimate 0 permits will be required.
- Section 5) Estimate 0 properties will require title searches.  
Estimate 0 ROW maps will be required.  
Estimate 0 complete property acquisitions will be required.  
Estimate 0 relocations are required.  
Assume no public hearing is required.
- Section 6) Detailed Design  
Detailed Design will include but not be limited to:
- Development of roadway and bridge plans.
  - Structural rehabilitation design.
  - Highway design.
  - Maintenance and protection of traffic during construction.
  - Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.
- Estimate 1 cost estimate(s) plus 3 updates will be required.

Estimate 0 bridge will be replaced and 1 will be rehabilitated.

Estimate 3 utility companies and 0 railroad agencies will be affected.

Provide two (2) diskettes containing entire bid documents (plans and specifications) to County in Adobe Acrobat (pdf) format.

## 10.02 Technical Assumptions

### Survey and Mapping

Survey and Mapping will extend from 250 ft. west of the west abutment to 250 ft. east of the east abutment with a bandwidth of approximately 75 ft.

Mapping will be developed in the NYS Plane Coordinate System (NAD 83), and the North American Vertical Datum 1988. It is assumed that GPS procedures and technology will be utilized to establish horizontal and vertical survey control within the project limits.

Assume 0 party days for supplemental survey.

Assume 0 party day for wetland survey.

ROW survey will be required to accurately determine existing right-of-way lines adjacent to each quadrant of the bridge.

### Utilities

A design ticket will be placed with Dig Safely New York for the identification and marking of existing utilities. The location of existing utilities shall be determined via ground survey supplemented by location plans provided by the utilities themselves. No specialized subsurface investigation will be required.

Utility coordination meetings will be held as necessary to coordinate requirements of utility companies for inclusion in utility agreements. Betterments shall be designed and paid for by utility company.

Existing utilities to remain in place. Design of public utilities (water and sewer) not included.

### General

Notice to Proceed with this work will be provided to the Consultant by the Sponsor within 3 days of execution of the State-Local Agreement.

**Consultant** submission of the PS&E will occur within 14 months following Notice to Proceed based on the schedule provided in Attachment D. The **Consultant** will not be responsible for delays associated with excessive review times from the Sponsor or other outside agencies. Adherence to the schedule is based on the assumption that the work be performed on a lump sum basis, plus reimbursable expenses, as provided in Attachment A

Capacity analyses limited to establishment of roadway segment level of service, and travel speed and delay for existing and design year peak hour.

The existing bridge will be rehabilitated. Rehabilitation will likely include the following work items:

- Removal and replacement of the existing deck slab and sidewalk or complete superstructure removal.
- Bridge bearing replacement
- Bridge seat and backwall repairs/reconstruction
- Removal of fatigue critical details as appropriate
- New bridge and approach rail
- Cleaning and painting superstructure steel
- Minor substructure repair
- Minor steel repairs
- Minor approach tie-in work

A sidewalk will be provided on the south side of the bridge only.

Bridge railing alternatives will be limited to those that have been crash tested and approved by NYSDOT.

Vehicular traffic control during construction will consist of a signed off-site detour. A temporary pedestrian bridge will not be required during construction.

A formal NYSDOT deck slab evaluation is not required.

Deck slab cores and substructure cores are not required

Bridge lighting is not included.

Visualizations are not required.

Landscape design is not required.

Level 2 Load Rating Data Input forms will not be required. The NYSDOT will complete the Level 2 Load Rating following the completion of construction.

Bar lists are not required.

## **Environmental**

This project is assumed to be a Categorical Exclusion under USDOT Regulations, 23CFR771.

It is assumed that the SEQR Classification is Type II. The results of the SEQR processing will be included in the body of the Design Approval Document (DAD) and will include the final determination in the DAD.

A Phase IA/1B Cultural Resource Survey will not be required.

Project will not disturb more than 1 acre of land. A SPDES Stormwater permit and Pollution Prevention plan will not be required.

Project will be considered as a "No Adverse Effect" by SHPO, following review of a project review cover form, letter, and pictures. It is assumed that no additional involvement with SHPO will be required.

Section 4(f) documentation will not be required.

Wetland mitigation tasks are not required.

An Environmental Hearing is not required

An official listing of suspected State and Federally threatened and endangered species that may be present within the project area will be obtained from the NYSDEC - NYNHP and USFWS. A preliminary evaluation will be conducted to determine if the habitat (as described by NYSDEC - NYNHP or USFWS) for State or Federally listed threatened or endangered species is present within the project area. Based on this evaluation and the proposed project activities, a determination of effect will be made for the listed species present within the project area. Floodplain mitigation will not be required.

No permanent storm water management practices will be required.

**ATTACHMENT C**

**Fee Summary**

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 UTICA ST. OVER ORISKANY CREEK  
 PIN 2754.34  
 PRELIMINARY DESIGN (Phases I-IV)

	DESIGN SERVICES	CONSTRUCTION SERVICES
Technical Labor Cost	18,462	
Technical Labor Premium Portion of overtime		
Direct Non-Salary Cost (estimated)	1,507	
Sub-Consultant Cost		
Env./Survey & Mapping		
MJELS	26,382	
Direct Non-Salary Cost (Sub-Contractor Cost) (Estimated)		
Overhead		
Currently Estimated at:		
155.00% Office		
124.00% Field	28,616	
Fixed Fee / Profit	5,179	
Total Estimated Cost	\$80,146	

**Salary Schedule**

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 UTICA ST. OVER ORISKANY CREEK  
 PIN 2754.34  
 PRELIMINARY DESIGN (Phases I-IV)

JOB TITLE	CURRENT AVG. RATE	PROJECT AVG. RATE	2017* MAX. RATE	CURRENT HOURLY RATE	OVERTIME CATEGORY
Principal	71.20	71.84	76.00	175.00	A
Sr. Project Manager	53.75	54.23	62.00	160.00	A
Project Manager	42.07	42.45	54.00	135.00	A
Sr. Project Engineer	39.07	39.42	46.45	115.00	A/B
Project Engineer	32.15	32.44	34.00	100.00	B
Senior Engineer	28.26	28.51	30.85	90.00	B
Engineer	26.79	27.03	29.50	80.00	B
Assistant Engineer	22.58	22.78	25.20	75.00	B
Sr. Technician	18.36	18.53	20.40	65.00	C
Technician	17.42	17.58	19.20	60.00	C
Technical Typist	15.40	15.54	16.40	60.00	C
Level 4 Inspector	46.27	46.69	49.00	100.00	C
Level 3 Inspector	37.80	38.14	42.00	85.00	C
Level 2 Inspector	24.50	24.72	26.00	65.00	C
Party Chief	30.00	30.27	30.00	90.00	A
Survey Technician	18.82	18.99	22.00	65.00	C

\* Updated maximum rates will be submitted annually, upon request

**OVERTIME POLICY**

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

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

Assume Notice to Proceed:	6/15/2017		
Design Project Duration (months):	18		
Assume Salary Escalation:	3.0%		
Year	Compounded Escalation Factor	% Work in year	Effective %
2017	1.000	70.0%	70.0%
2018	1.030	30.0%	30.9%
2019	1.061		
		100.0%	<b>100.9%</b>

**Estimate of Direct Non-Salary Cost - DESIGN**

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 UTICA ST. OVER ORISKANY CREEK  
 PIN 2754.34  
 FEE PROPOSAL

1. Travel, Lodging and Subsistence

Travel	Rental Car, Mileage, Fuel				\$1,037.00
		overnights	Cost/ea.	=	
Lodging		@	\$85	=	
		meals	Cost/ea.	=	
Meals		@	\$8	=	
TOTAL TRAVEL, LODGING & SUSTENANCE					\$1,037.00

2. Reproduction

			Cost/ea.		
a. Paper Plots		plots @	\$1.00	=	
b. Mylar Plots		plots @	\$10.00	=	
c. Prints		prints @	\$1.00	=	
d. Reports & Miscellaneous Copies (B&W)	3,698	B&W @	\$0.10	=	\$369.80
e. Reports & Miscellaneous Copies (Color)		Color @	\$0.90	=	
TOTAL REPRODUCTION					\$369.80

3. Owner's Protective Insurance (Estimated)

4. Mailings

			Cost/ea.		
Overnight	5	packages@	\$ 20.00	=	\$100.00
TOTAL MAILINGS					\$100.00

5. Miscellaneous

			Cost/ea.		
Film		rolls @	\$ 10.00	=	
Other Miscellaneous					
TOTAL MISCELLANEOUS					

TOTAL DIRECT NON - SALARY COST	\$1,506.80
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Estimated Labor Hours - Total  
Delta Engineers, Architects, & Land Surveyors, DPC

UTICA ST. OVER ORISKANY CREEK  
Proposal Name  
2017.140.001  
Proposal Number

Bridge	X
Roadway	
Environmental	
Civil	
Lighting	
Landscaping	
Utility	

Study	
Design	X
ROW	
Construction	

Prepared by: JJM  
Date: 5/5/17  
Checked by: JJM  
Date: 3/28/17

Task No.	Task Description	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Engineer	Assistant Engineer	Sr. Technician	Technician	Technical Typist	Party Chief	Survey Technician	Subtotal
5.01	Title Search													
5.02	Right of Way Survey													
5.03	Right of Way Mapping													
5.04	Right of Way Plan													
5.05	Right of Way Cost Estimates													
5.07	Property Appraisals													
5.08	Review Appraisals													
5.09	Negotiations and Acquisition of Property													
5.10	Relocation Assistance													
5.11	Property Management													
	TOTAL HOURS - DESIGN	85		18	169	6	204	32	38					552
	DIRECT LABOR RATE - DESIGN	\$54.23	\$42.45	\$39.42	\$32.44	\$28.51	\$27.03	\$22.78	\$18.53	\$17.58	\$15.54	\$30.27	\$18.89	
	TOTAL LABOR COST - DESIGN	\$5,191.85		\$709.58	\$5,482.36	\$171.06	\$5,614.12	\$728.96	\$704.14					\$18,462.05

**ATTACHMENT C**

**Fee Summary**

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 UTICA ST. OVER ORISKANY CREEK  
 PIN 2754.34  
 FINAL DESIGN (Phases V-VI)

	DESIGN SERVICES	CONSTRUCTION SERVICES
Technical Labor Cost	35,638	
Technical Labor Premium Portion of overtime		
Direct Non-Salary Cost (estimated)	466	
Sub-Consultant Cost		
Direct Non-Salary Cost (Sub-Contractor Cost) (Estimated)		
Overhead Currently Estimated at: 155.00% Office                      124.00% Field	55,239	
Fixed Fee / Profit	9,996	
Total Estimated Cost	\$101,339	

**Salary Schedule**

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 UTICA ST. OVER ORISKANY CREEK  
 PIN 2754.34  
 FINAL DESIGN (Phases V-VI)

JOB TITLE	CURRENT AVG. RATE	PROJECT AVG. RATE	2017* MAX. RATE	CURRENT HOURLY RATE	OVERTIME CATEGORY
Principal	71.20	73.34	76.00	175.00	A
Sr. Project Manager	53.75	55.36	62.00	160.00	A
Project Manager	42.07	43.33	54.00	135.00	A
Sr. Project Engineer	39.07	40.24	46.45	115.00	A/B
Project Engineer	32.15	33.11	34.00	100.00	B
Senior Engineer	28.26	29.11	30.85	90.00	B
Engineer	26.79	27.59	29.50	80.00	B
Assistant Engineer	22.58	23.26	25.20	75.00	B
Sr. Technician	18.36	18.91	20.40	65.00	C
Technician	17.42	17.94	19.20	60.00	C
Technical Typist	15.40	15.86	16.40	60.00	C
Level 4 Inspector	46.27	47.66	49.00	100.00	C
Level 3 Inspector	37.80	38.93	42.00	85.00	C
Level 2 Inspector	24.50	25.24	26.00	65.00	C
Party Chief	30.00	30.90	30.00	90.00	A
Survey Technician	18.82	19.38	22.00	65.00	C

\* Updated maximum rates will be submitted annually, upon request

**OVERTIME POLICY**

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

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

Assume Notice to Proceed:	6/15/2017		
Design Project Duration (months):	18		
Assume Salary Escalation:	3.0%		
Year	Compounded Escalation Factor	% Work in year	Effective %
2017	1.000		
2018	1.030	100.0%	103.0%
2019	1.061		
		100.0%	<b>103.0%</b>

**Estimate of Direct Non-Salary Cost - DESIGN**

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 UTICA ST. OVER ORISKANY CREEK  
 PIN 2754.34  
 FEE PROPOSAL

1. Travel, Lodging and Subsistence

Travel	Rental Car, Mileage, Fuel					\$216.00
	Lodging		overnights	@	Cost/ea.	=
					\$85	
	Meals		meals	@	Cost/ea.	=
					\$8	
TOTAL TRAVEL, LODGING & SUSTENANCE						\$216.00

2. Reproduction

					Cost/ea.	
a. Paper Plots			plots	@	\$1.00	=
b. Mylar Plots			plots	@	\$10.00	=
c. Prints			prints	@	\$1.00	=
d. Reports & Miscellaneous Copies (B&W)	1,498		B&W	@	\$0.10	=
e. Reports & Miscellaneous Copies (Color)			Color	@	\$0.90	=
TOTAL REPRODUCTION						\$149.80

3. Owner's Protective Insurance (Estimated)

4. Mailings

					Cost/ea.	
Overnight	5		packages	@	\$ 20.00	=
TOTAL MAILINGS						\$100.00

5. Miscellaneous

					Cost/ea.	
Film			rolls	@	\$ 10.00	=
Other Miscellaneous						
TOTAL MISCELLANEOUS						

TOTAL DIRECT NON - SALARY COST	\$465.80
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Estimated Labor Hours - Total  
Delta Engineers, Architects, & Land Surveyors, DPC

UTICA ST. OVER ORISKANY CREEK

Proposal Name  
2017.140.001  
Proposal Number

Bridge	X
Roadway	
Environmental	
Civil	
Lighting	
Landscaping	
Utility	

	Phase
Study	
Design	X
ROW	
Construction	

Prepared by: JJM  
Date: 5/5/17  
Checked by: TO  
Date: 5/5/17

Task No.	Task Description	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Engineer	Assistant Engineer	Sr. Technician	Technician	Technical Typist	Party Chief	Survey Technician	Subtotal
Section #		107			276	36	260	426						1104
6.01	Preliminary Bridge Plans	12			16		40							
6.01	Structure Justification Report/Rehab vs Replace	4					12							
6.02	Bridge Design	18			32		100							
6.02	Title Sheet	1						4						
6.02	Legend, Abbreviations and Index	1						2						
6.02	Typical Roadway Sections	2			4			16						
6.02	General Notes	1			4			8						
6.02	Summary of Quantities	1			2			8						
6.02	Traffic Control Plans & Details	2			8			20						
6.02	Baseline Ties and Tables	1			2			6						
6.02	Drainage and Miscellaneous Highway Details	1			4			8						
6.02	Erosion and Sediment Control	1			8			16						
6.02	General Plan and Elevation	1			6			12						
6.02	Bridge Profile and Sections	1			2			12						
6.02	Excav. and Embank. Details Construction Entrance	2			8			12						
6.02	Framing Plan	1			8			16						
6.02	Transverse Bridge Section	1			8			16						
6.02	Girder Details and Superstructure Tables	1			16			36						
6.02	Deck Plan & Details	1			12			36						
6.02	Approach Slab Details	1			8			16						
6.02	Bridge Railing Layout and Details	1			8			24						
6.02	Miscellaneous Bridge Details	1			8			16						
6.02	Abutment Modifications/Repairs	1			4			12						
6.02	Bearing Details	1			1			4						
6.02	Site Visit In Final Design				6			6						

Estimated Labor Hours - Total  
Delta Engineers, Architects, & Land Surveyors, DPC

UTICA ST. OVER ORISKANY CREEK  
Proposal Name  
2017.140.001  
Proposal Number

Bridge	X
Roadway	
Environmental	
Civil	
Lighting	
Landscaping	
Utility	

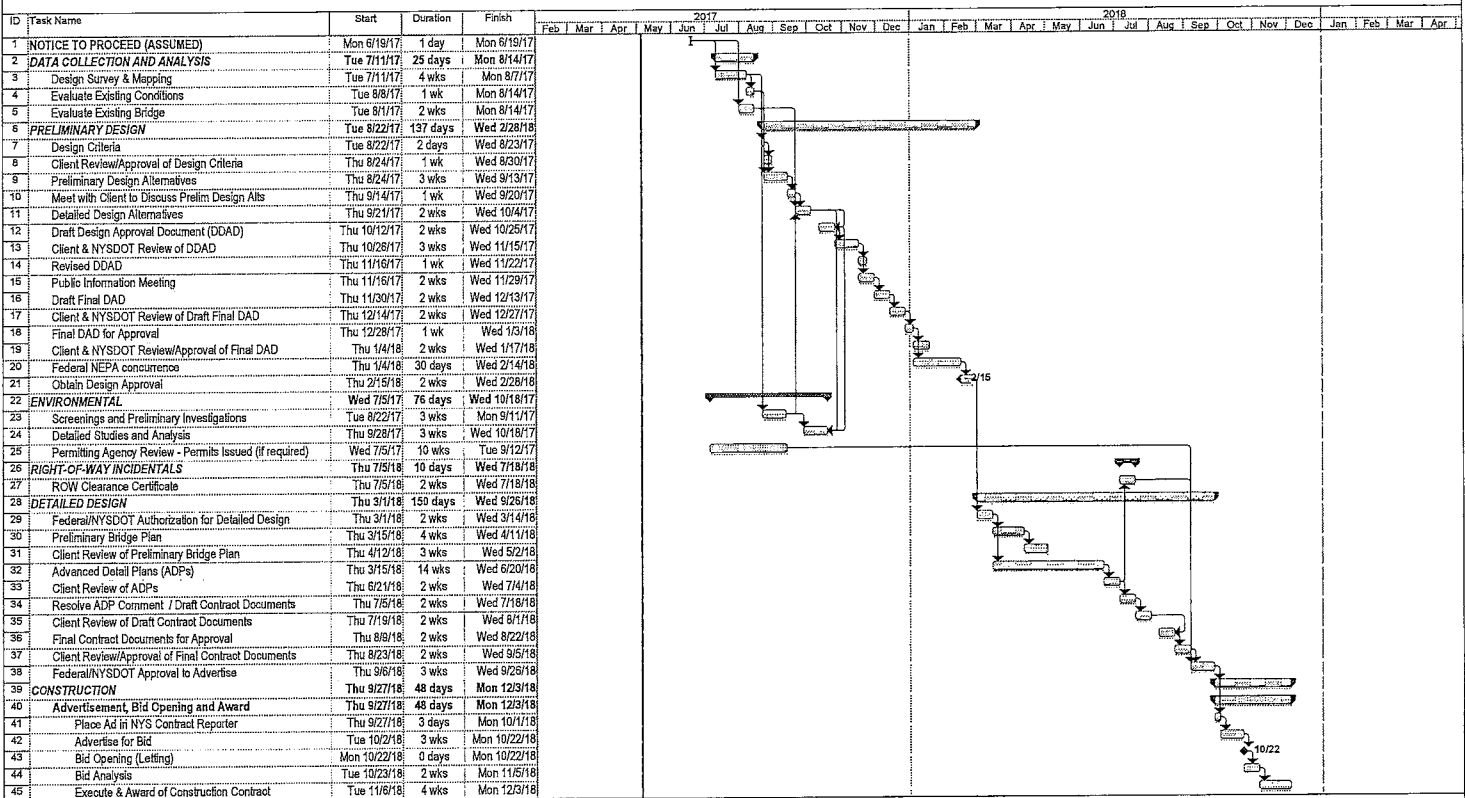
Study	
Design	X
ROW	
Construction	

Prepared by: JJM  
Date: 5/5/17  
Checked by: TO  
Date: 5/5/17

Task No.	Task Description	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Engineer	Assistant Engineer	Sr. Technician	Technician	Technical Typist	Party Chief	Survey Technician	Subtotal
6.02	Special Specifications	1			2		6							
6.02	Special Notes	1			2		6							
6.02	Level 1 Load Rating	2			6		16							
6.02	ADP Submission	8			16		20	12						
6.02	ADP comments	8			40			40						
6.03	Contract Documents	8			16		20	12						
6.04	Cost Estimating	4			8	36	40	32						
6.05	Assist with Utility Agreements/Meetings	16			6			16						
6.07	Information Transmittal	1			4			8						
Section 7		14			32		20	4						70
7.01	Advertisement/Pre-bid Meeting	6			6									
7.02	Bid Opening													
7.03	Bid Review & Construction Monitoring Plan	8			24		20							
	TOTAL HOURS - DESIGN	121			367	36	280	430						1174
	DIRECT LABOR RATE - DESIGN	\$65.36	\$43.33	\$40.24	\$33.11	\$29.11	\$27.59	\$23.26	\$18.91	\$17.94	\$15.86	\$30.90	\$19.38	
	TOTAL LABOR COST - DESIGN	\$6,698.56			\$10,164.77	\$1,047.96	\$7,725.20	\$10,001.80						\$35,638.29

**PROJECT SCHEDULE**  
Project Status Date: Fri 5/5/17

**UTICA STREET OVER ORISKANY CREEK (BIN 2206300)**  
**ATTACHMENT D**



**Attachment 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 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 s 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).

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

**Attachment F**

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 (" COUNTY") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("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.

COUNTY

CONSULTANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Anthony J. Picente, Jr.  
Oneida County Executive  
\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Oneida County Attorney

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

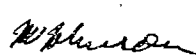
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Nicole Larsen	
	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082	
	E-MAIL ADDRESS: Nicole.Larsen@greyling.com	
INSURED Delta Engineers, Architects & Land Surveyors, D.P.C. 860 Hooper Road Endwell, NY 13760	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company	11000
	INSURER B : Hartford Casualty Ins. Co.	29424
	INSURER C : Hartford Fire Insurance Co.	19682
	INSURER D : Continental Casualty Company	20443
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 16-17 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			84SBWKJ0894	11/01/2016	11/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			84UEGLN2329	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			84XHUYH2259	11/01/2016	11/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WBGBN8169	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab & Pollution Liability			AEH276183123	05/23/2017	11/01/2018	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Project No. 2017.140.001 Utica Street over Oriskany Creek. Oneida County is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.  
The above referenced liability policies with the exception of professional liability are primary & non contributory where required by written contract.  
(See Attached Descriptions)

CERTIFICATE HOLDER County of Oneida 800 Park Ave Utica, NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**DESCRIPTIONS (Continued from Page 1)**

Waiver of Subrogation is applicable where required by written contract & allowed by law.

# Memo

To: Dennis S. Davis  
Secretary, Board of Acquisition & Contract

From: Mark E. Laramie, P.E.  
Deputy Commissioner, Division of Engineering

Date: May 10, 2017

Re: Reconstruct Woodhull Road over Woodhull Creek  
Town of Forestport  
H-298, Highway & Bridge Replacement/Rehabilitation Program

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. The Town of Whitestown has been awarded the following grant through this program.

## Town of Whitestown

---

PIN 2754.34: Utica St./Oriskany Ck (BIN 2206300)  
Budget: \$1,400,000 (\$1,330,000 federal/\$70,000 local)  
Scope: Bridge Deck Replacement

On May 10, 2017, the Oneida County Board of Legislators approved an inter-municipal agreement between the Town of Whitestown and Oneida County thereby granting Oneida County the authority to act as project sponsor.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that Delta Engineers, Architects, & Land Surveyors, P.C. are the most qualified consultant for this project. Subsequently the Department of Public Works negotiated a proposed contract with Delta Engineers, Architects, & Land Surveyors, P.C. to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

I recommend acceptance of a proposal from Delta Engineers, Architects, & Land Surveyors with a Lump Sum fee of \$180,785.00 to prepare a plans and specifications for reconstruction of the Utica Street Bridge over Oriskany Creek in the Town of Whitestown.

cc: Project File



6. Approval of Credit Change Order #1 & Final with H.J. Brandeles, Inc. in the amount of (\$50,000.00) on work that is complete on the H-488 Rehab 786 Phase II Project at Griffiss International Airport. Credit is due to utility allowance that was not used. Original contract amount was \$278,000.00 with the proposed final amount being \$228,000.00. Upon recommendation of Deputy Commissioner Chad Lawrence. H-488

Motion: Mr. Fiorini                      Second: Mr. Laramie

7. Approval of the extension of Bid Reference No. 1657, Cleaning Supplies, with Hill & Marks and Eco-lab from January 1, 2017 through December 31, 2017 as agreed upon by all parties with an increase of 2.5 percent as allowed in the original contract specifications. Upon recommendation of Mello Testa and Sheriff Maciol.

Motion: Mr. Laramie                      Second: Mr. Fiorini

8. Approval of Credit Change Order #1 with Green Mountain Pipeline Services in the amount of \$378,348.00 for work that has been completed on Contract 7, Sanitary Sewer Mainline Rehabilitation-Phase III at the Water Quality & Water Pollution Control Department. Original contract amount was \$2,060,655.00 with the proposed amount to-date being \$1,682,307.00. Upon recommendation of Steen P. Devan, P.E. H-448

Motion: Mr. Fiorini                      Second: Mr. Laramie

9. Approval of the extension of Bid Reference No. 1747, Ice Melt Pellets, with Veritiv, formerly Xpedx for an additional one-year from May 1, 2017 through April 30, 2018 with an increase of 3.75% making it \$8.30 per bag for a skid of 50 bags as allowed in the original specifications. New price per skid will be \$415.00. This bid allows for one more extension through April 15, 2019. Upon recommendation of Mark E. Laramie, P.E. and Mello Testa.

Motion: Mr. Fiorini                      Second: Mr. Laramie

10. Award Bid Reference No. 1906, Digester Complex 16kV Unit Substation, to O'Connell Electric Company as the sole bidder in the amount of \$675,000.00 for the base amount. Upon recommendation of Mello Testa and Steven P. Devan, P.E.

Motion: Mr. Laramie                      Second: Mr. Fiorini

11. Approval of the extension with the Wireless Business Group for the management and administration of Oneida County's wireless telecommunication and data accounts as agreed upon by both parties from June 1, 2017 through May 31, 2018. Upon recommendation of Mark E. Laramie, PE and Mello Testa. A1620.4163

Motion: Mr. Fiorini                      Second: Mr. Laramie

12. Approval of Change Order #01-06 with Ritter & Paratore Contracting, Inc. (H1542701) in the amount of \$73,421.99 for additional work for the south parking lot, striping at the Academic Building, an additional flagpole at the Quad and additional sidewalk and curb removals on the MVCC Rome Campus Expansion Project. Original contract amount was \$1,398,997.00 with the proposed amount to-date being \$1,751,736.28. Upon recommendation of Mark E. Laramie, P.E. H-497

Motion: Mr. Laramie                      Second: Mr. Fiorini





18. Approval of Change Order #08-15 in the amount of \$35,598.69 with Huen NY, Inc. (H1542708) for several additional extra work items needed on the MVCC Rome Campus Expansion project. Original contract amount was \$3,220,000.00 with the proposed amount to-date being \$3,733,447.95. Upon recommendation of Mark E. Laramie, P.E. H-497

Motion: Mr. Fiorini

Second: Mr. Laramie

19. Approval of Change Order #08-16 with Huen NY, Inc. (H1542708) in the amount of \$8,200.00 to furnish and install high definition CCTV for the MVCC Rome Campus Expansion project. Original contract amount was \$3,220,000.00 with the proposed amount to-date being \$3,741,647.95. Upon recommendation of Mark E. Laramie, P.E. H-497

Motion: Mr. Laramie

Second: Mr. Fiorini

20. Award Bid Reference No. 1891, medical billing services, to Ionidea, Inc./Health Tigers as the sole bidder in the amount of \$27,060.00. Upon recommendation of Phyllis D. Ellis and Mello Testa.

Motion: Mr. Laramie

Second: Mr. Fiorini

21. Approval of Change Order S14 with Ritter & Paratore Contracting (H1543901) in the amount of \$4,809.04 and the release of all retainage to-date except for \$100.00 for work that is now complete on the Oneida County Office Building Parking Lot Improvement project. This change order will provide a County Seal at the Park Street Entrance and the change order also makes adjustments to the contract price for changes in the Elizabeth Street stairs that was added. Money not used in the sidewalk allowance was used towards the cost of the stairs. Original contract amount was \$1,498,900.00 with the proposed final amount being \$1,960,904.58. Upon recommendation of Mark E. Laramie, P.E. H-402

Motion: Mr. Fiorini

Second: Mr. Laramie

22. Acceptance of a proposal from MARCH Associates in the amount of \$44,200.00 to prepare plans and specifications for wayfinding improvements at the MVCC Campus. Capital Project H-492 was created to fund a comprehensive MVCC campus wayfinding study and improvements and MARCH Associates Architects and Planners, PC was selected through a competitive request for proposals process to complete the study. Additional money was secured in the 2017 Capital Budget for implementation of select improvements identified and developed in the study. Upon recommendation of Mark E. Laramie, P.E. H-492

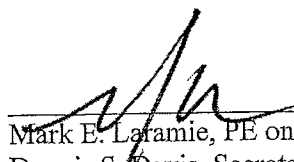
Motion: Mr. Fiorini

Second: Mr. Laramie

Motion to Adjourn: Mr. Laramie

Second: Mr. Fiorini

Submitted by,

  
Mark E. Laramie, PE on behalf of  
Dennis S. Davis, Secretary  
Board of Acquisition and Contract

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

July 27, 2017

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

FN 20 17-308  
**PUBLIC WORKS**  
**WAYS & MEANS**

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

Anthony J. Picente, Jr.  
County Executive

Date 8/10/17

Dear County Executive Picente,

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County has been awarded the following grant through this program.

Oneida County

PIN 2754.36: Woodhull Rd./Woodhull Ck. (BIN 3310660)  
Budget: \$470,000 (\$446,500 federal/\$23,500 local)  
Scope: Bridge Deck Replacement

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that Delta Engineers, Architects, & Land Surveyors, D.P.C. are the most qualified consultant for this project. Subsequently the Department of Public Works negotiated a proposed contract with Delta Engineers, Architects, & Land Surveyors, D.P.C. to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

On May 24, 2017 the Oneida County Board of Acquisition and Contractor accepted a proposal from Delta Engineers, Architects, & Land Surveyors, D.P.C. with a Lump Sum fee of \$78,957.00 to prepare a plans and specifications for reconstruction of the Woodhull Road over Woodhull Creek Bridge in the Town of Forestport.

If acceptable, please forward the enclosed agreement for the aforementioned services to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:** Delta Engineers, Architects, & Land Surveyors, D.P.C.  
860 Hooper Road  
Endwell, New York 13760

**Title of Activity or Service:** Professional Consulting Services

**Proposed Dates of Operation:** Start on Execution - 9/30/2021

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

### Summary Statements

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

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County has been awarded the following grant through this program.

#### Oneida County

PIN 2754.36: Woodhull Rd./Woodhull Ck. (BIN 3310660)

Budget: \$470,000 (\$446,500 federal/\$23,500 local)

Scope: Bridge Deck Replacement

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that Lochner Engineering of Utica is the most qualified consultant for this project.

Subsequently the Department of Public Works negotiated a proposed contract with Delta Engineers, Architects, & Land Surveyors, P.C. to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

On May 24, 2017 the Oneida County Board of Acquisition and Contractor accepted a proposal from Delta Engineers, Architects, & Land Surveyors with a Lump Sum fee of \$78,957.00 to prepare a plans and specifications for reconstruction of the Woodhull Road over Woodhull Creek Bridge in the Town of Forestport.

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

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

**Total Funding Requested: \$78,957.00**

**Account #: H-298**

**Oneida County Dept. Funding Recommendation: \$78,957.00**

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$75,009.15 (Federal)  
\$3,947.85 (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 \_\_\_\_\_ 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, NY, hereinafter called " County," and Delta Engineers, Architects, & Land Surveyors, D.P.C., a domestic professional corporation, organized and existing under the laws of the State of New York with its place of business located at 860 Hooper Road, Endwell, New York 13760, hereinafter called " Consultant," collectively, the "Parties."

WITNESSETH:

WHEREAS, County requires consulting services to assist the County in preparing detailed plans and specifications for reconstruction of the Woodhull Road over Woodhull Creek Bridge (BIN 3310660). Project scope includes bridge deck replacement and associated required improvements; and

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

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement;

NOW, THEREFORE, it is mutually agreed by County and Consultant that for the consideration hereinafter set forth, Consultant shall provide certain services identified in **Attachment B** (hereinafter "the Services") to County.

### 1. **TERM**

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate no later than September 30, 2021.

### 2. **NOTICE TO PROCEED**

2.1. This Agreement shall become effective upon execution of the final signature. Consultant shall commence the Services 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.

### 3. **COMPENSATION**

3.1. The County agrees to pay the Consultant a Lump Sum fee of **Seventy-Eight Thousand Nine Hundred Fifty-Seven dollars and Zero cents (\$78,957.00)**, for all Services identified in Attachment B, attached hereto. Payment shall be made on a basis of Services completed.

3.2. **Attachment A, Attachment B, Attachment C, and Attachment D**, attached hereto and incorporated herein, shall be used to calculate payment due for Services performed and reimbursable expenses.

3.2.1. Consultant shall provide detailed cost accounting for all reimbursable expenses.

3.3. 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.

3.4. The County reserves the right to withhold payment under this Agreement due to Consultant's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of the Consultant to pay its sub-consultants, (4) damage to the County, or (5) failure to carry out the services in accordance with the Contract Documents. The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.5. 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.

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

#### 4. **EXECUTORY OR NON-APPROPRIATION CLAUSE**

4.1. 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, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Consultant by certified mail. In such an event the County shall be under no further obligation to the Consultant other than payment for costs actually

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

## **5. SCOPE OF SERVICES**

5.1. The "Contract Documents" consist of this Agreement, any and all Exhibits, and any attachments thereto, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Agreement, and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Section 27.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment A**, attached hereto.

5.3. The Consultant shall furnish any 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.

## **6. PERFORMANCE OF SERVICES**

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service to the County under this Agreement.

6.2. 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.

6.3. 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.

6.4. 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.



6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

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

6.7. Consultant shall use the 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 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.

6.8. 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.

6.9. Consultant may, at the Consultant's own expense, employ or engage the services of sub-consultants and/or partners as the Consultant deems necessary to perform the Services. Employees, sub-consultants and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, sub-consultants and/or partners with any salary or benefits. The 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 the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

6.10. Consultant acknowledges and agrees that the Consultant and its employees, sub-consultants 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.

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

## 7. **NON-ASSIGNMENT**

7.1. In compliance with New York General Municipal Law Section 109, the Consultant agrees not to 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 person or

corporation without the previous consent, in writing, by the County.

## **8. SUBCONTRACTS**

**8.1.** A sub-consultant is a person who has an agreement with the Consultant to perform any of the Services.

**8.2.** The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of sub-consultants to whom the Consultant proposes to award any portion of the Services. The County shall be provided a copy of any and all agreement(s) between the Consultant and any sub-consultants regarding the award of any portion of the Services within ten (10) days of their final execution.

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

## **9. ARTICLE 8- CHANGE IN SERVICES**

**9.1.** In case of changes affecting the Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County of the identified changes and advise the County of the recommended solution. Services shall not be performed on such changes without prior written authorization through a Change Order as provided by the County as attached hereto as **Exhibit D.**

## **10. PROJECT MANAGERS**

**10.1.** County designates the 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 the County's representative, County will notify Consultant of the change in writing.

**10.2.** Consultant designates Joseph Mieczkowski, 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.

## **11. NOTICES**

11.1. Any notice which the 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.

11.2. Any notice which Consultant may desire or is required at any time to give or serve upon County may be delivered personally at 5999 Judd Road, Oriskany, NY, or be sent by United States mail, postage prepaid, addressed to Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 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.

## 12. INDEPENDENT CONTRACTOR STATUS

12.1. It is expressly agreed that the relationship of the Consultant and its employees, subcontractors, and/or partners to the County shall be that of Independent Contractors. The Consultant 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 Consultant and its 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.

12.2. The 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 services to other entities and/or the general public as a regular course of business. The Consultant and the County agree that the 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.

12.3. The Consultant and its subcontractors, and/or partners shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

12.4. The Consultant acknowledges and agrees that neither the Consultant, nor its

employees, sub-consultants and/or partners shall be eligible for any County employee benefits, including retirement membership credits.

12.5. The Consultant shall be solely responsible for applicable taxes for all compensation paid to the 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 the 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. 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 Consultant shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

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

12.7. 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.

12.8. 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.

### 13. INDEMNIFICATION

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

13.2. The Consultant agrees that it 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 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 the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this Agreement. The obligations of the 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.

13.3. The 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 or omission or commission of error in judgment of any of its officers, trustees, servants or independent sub-consultants, 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 Consultant, its officers, trustees, agents, servants, volunteers or sub-consultants. The 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 the Consultant or not.

#### 14. **INSURANCE REQUIREMENTS**

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

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

14.3. The Consultant shall not commence the 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 Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

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

14.5. Commercial General Liability Insurance (CGL): The 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 Three Million Dollars (\$3,000,000) annual aggregate. The Consultant agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis, as its interest may appear. 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.

14.5.1. Coverage for the additional insured shall include completed operations.

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

14.5.3. 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.

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

14.5.5. The Consultant shall maintain CGL coverage for itself and the additional insured 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.

14.6. Auto Liability Insurance: The 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. The Consultant agrees to have the County added to said insurance policy/policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear.

14.7. Excess/Umbrella Liability Insurance: The 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. The Consultant agrees to have the County added to said insurance policy/policies as a named additional insured, on a primary, non-contributory basis, as their interests may appear. 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.

14.8. Professional and Pollution Liability Insurance: The Consultant shall maintain a Professional and Pollution liability policy and will provide the 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.

14.9. Workers Compensation and Employers Liability Insurance: The 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.

14.10. 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 the Consultant in the above Insurance Requirements paragraphs

## **15. WAIVER OF SUBROGATION**

15.1. The Consultant waives all rights against the County and the Consultant 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.

## **16. REQUIRED PROVISIONS OF LAW**

16.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

16.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

16.3. The 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. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

## **17. BREACH**

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

17.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate or bond.

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

17.1.3. If the Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.

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

17.1.5. The County shall review Consultant's performance. If it is found the Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not



corrected, then this will be cause for Agreement termination.

17.1.6. If default shall be made by the Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any attachments or amendments.

17.2. If the Consultant breaches the Agreement, the County may declare the Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, the County may proceed to perform the Services required under the Agreement and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under the Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, the Consultant agrees to reimburse the County for all costs, expenses and damages incurred by the County in completing the Services in accordance with this Agreement.

17.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

## 18. **TERMINATION**

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

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

18.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill its obligations under this Agreement through no fault of the Consultant.

**19. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

19.1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at the County's sole risk.

**20. STANDARD ADDENDUM**

20.1. Consultant shall comply with County's Standard Addendum attached hereto as **Attachment E.**

**21. NON WAIVER**

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

**22. CHOICE OF LAW/FORUM**

22.1. 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.

22.2. 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.

**23. CONFLICTS**

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

**24. SUCCESSORS AND ASSIGNS**

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

**25. SEVERABILITY**

25.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that 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.

## **26. ENTIRE AGREEMENT**

26.1. 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.

26.2. 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.

26.3. 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.

## **27. INCORPORATION BY REFERENCE**

27.1. The following exhibits, attached hereto, are deemed incorporated into this Agreement;

27.1.1. Attachment A – Project Description and Funding

27.1.2. Attachment B – Base Scope of Services

27.1.3. Attachment C – Fee Summary

27.1.4. Attachment D – Project Schedule

27.1.5. Attachment E – Standard Addendum

27.1.6. Attachment F – Change Order

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

## **28. AUTHORITY TO ACT/SIGN**

28.1. The 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 the Consultant; no other action on the part of the 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.

**29. ADVICE OF COUNSEL**

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

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

CONSULTANT

By:

\_\_\_\_\_  
Anthony Paniccia, P.E.  
Chief Executive Officer

Date:

\_\_\_\_\_

Approved:

By:

\_\_\_\_\_  
Linda B. Lark, Assistant County Attorney

Date:

\_\_\_\_\_

Attachment A

Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of \$ <u>74,930</u> .	<p>■The CONSULTANT shall be paid in monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the Sponsor's representative.</p>
ITEM II	<p>■Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</p>	<p>■Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</p> <p>■All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor.</p> <p>■For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$ <u>4,027</u> .</p>	
ITEM III	<p>■Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.</p>	Salvage value	

Attachment A

Architectural/ Engineering Consultant Agreement  
Project Description and Funding

PIN: 2754.36

*Term of Agreement*

*Ends: December 31, 2018*

BIN: 3310660

Main Agreement    Amendment to Agreement [add identifying #]    Supplement to Agreement

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

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

Dates or term of Consultant Performance:

Start Date: June 15, 2017

Finish Date: December 31, 2018

***PROJECT DESCRIPTION:***

This project involves the Rehabilitation of Woodhull Road over Big Woodhull Creek  
(BIN 3310660)

Project Location:

Town of Forestport, Oneida County

Consultant Work Type(s): See Attachment B for more detailed Task List.  
Preliminary and Final Bridge Design and Environmental

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER  
THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT  
B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN  
ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER  
TERMS OF THIS AGREEMENT:**

\$78,957

Footnotes:

## **ATTACHMENT B**

# **Base Scope of Services**

### **Prepared for:**

**Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, NY 13424**

### **Describing Services for:**

**Woodhull Road over Big Woodhull Creek (BIN 3310660)  
Bridge Deck Replacement  
PIN 2754.36**

**Original: 04/26/17  
Revised: 05/05/17**





## Table of Contents

	Base Task List	Pages
Section 1	General	
Section 2	Data Collection & Analysis	
Section 3	Preliminary Design	
Section 4	Environmental	
Section 5	Right-of-Way (Not Used)	
Section 6	Detailed Design	
Section 7	Advertisement, Bid Opening and Award	
Section 8	Construction Support ( Not Used)	
Section 9	Construction Inspection ( Not used)	
Section 10	Estimating & Technical Assumptions	

## Section 1 - General

### 1.01 Project Description and Location

This project is known as:

**Project Name:** Woodhull Road over Big Woodhull Creek (BIN 3310660) – Bridge Deck Replacement

**PIN: 2754.36**

**Project Description:** Rehabilitation of Woodhull Road over Big Woodhull Creek. Project includes replacement of the existing steel open grate bridge deck.

**Project Limits:** The limits of the approach roadway work associated with the bridge replacement are assumed to be 100 feet from each end of the existing bridge.

Sponsor: Oneida County

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

### 1.02 Contract Administrator

The **Sponsor's** Contract Administrator for this project is:

Name: Mark E. Laramie, PE  
Phone #: 315-793-6236  
Email: mlaramie@ocgov.net

All correspondence to the **Sponsor** should be addressed to:

Mark E. Laramie, PE  
Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, NY 13424

with a copy to:

Tim Decker  
Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, NY 13424  
Email: tdecker@ocgov.net

The **Sponsor's** Contract Administrator should receive copies of all project correspondence directed other than to the **Sponsor**.

### 1.03 Project Classification

This project is assumed to be a Class (II) action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be (Type II).

### 1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way <b>(Not Used)</b>
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support <b>(Not Used)</b>
Section 9	Construction Inspection <b>(Not Used)</b>
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1-4,6,7, and 10.

### 1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information (as available):

- Approved project initiation document (Initial Project Proposal or similar documentation plus any supporting information) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Current & future transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.

- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes thorough review of all supplied project information and a site visit to become familiar with field conditions.

## 1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Contract Administrator. Meetings may be held to:

- Discuss all project issues, objectives, etc. with **Sponsor** (a "kick-off" meeting).
- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

## 1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period).

## 1.08 Policy and Procedures

The design of this project will be progressed in accordance with the "*NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual*", including the latest updates.

If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

## 1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

## 1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime **Consultant's** and other subconsultants' work.

### **1.11 Subcontractors**

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

## Section 2 - Data Collection & Analysis

### 2.01 Design Survey

Survey will be done in accordance with the standards set forth in the "Procedures for Locally Administered Federal Aid Projects" manual.

#### A. Ground Survey

Survey and Mapping will extend from 300 ft. west of the west abutment to 200 ft. east of the east abutment for a bandwidth of approximately 75 ft. and include 100 ft. south along Dustin Road with a bandwidth of 75 ft. In addition, the survey will include locating all trees within limits by type and diameter (at breast high).

The **Consultant** will establish written contact, and attempt verbal contact, with each of the involved property owners prior to entering private property.

#### B. Photogrammetric Survey - Not used

#### C. Stream Survey – Not Used

#### D. Survey of Wetland Boundaries – Not Used

#### E. Supplemental Survey – Not Used

#### F. Standards

Survey will be done in accordance with the standards set for the *NYS DOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of the SOS.

### 2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1"=20' scale mapping with 0.5 foot contour intervals.
- 1"=200' scale mapping (large-scale projects only).

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

### 2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

## 2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

## 2.05 Traffic Counts

The **Sponsor** will provide traffic count data for existing conditions and growth factors for forecasting.

The **Consultant** will forecast and provide design year volumes in accordance with the requirements noted in *the NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e.g., am, noon, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

## 2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed estimates for the peak hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

## 2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

## 2.08 Soil Investigations – Not Used

## 2.09 Hydraulic Analysis – Not Used

## 2.10 Bridges to be Rehabilitated

- A. Inspection - Not Used (performed under original agreement)
- B. Bridge Deck Evaluation – Not Used (performed under original agreement)
- C. Substructure Coring – Not Used
- D. Load Rating of Existing Bridge – Not Used (performed under original agreement)
- E. Fatigue Evaluation

The **Consultant** will analyze, in accordance with the current AASHTO *Guide Specification for Fatigue Evaluation of Existing Bridges*, those metal structural elements which will or may be retained in the rehabilitated bridge. Where this guide specification does not apply (e. g., severe corrosion, mechanical damage, repaired fatigue damage, wrought iron instead of steel, etc.), the **Consultant** will develop an appropriate approach for comprehensive fatigue evaluation while maintaining close coordination with the **Sponsor** for guidance and input. The **Consultant** will then conduct the evaluation accordingly.

For situations where the calculated remaining safe life is less than the planned remaining service life, the **Consultant** will develop various conceptual strategies to improve fatigue performance and/or safely manage the risk. The **Consultant** will prepare and submit to the **Sponsor** a technical memorandum documenting the relative advantages, disadvantages, and approximate costs of each strategy along with specific recommendations.

The **Sponsor** will determine the strategy to be adopted.

For situations where the calculated remaining safe life is equal to or greater than the planned remaining service life, the **Consultant** will prepare and submit to the **Sponsor** a technical memorandum documenting the results of the fatigue evaluation.

## 2.11 Pavement Evaluation – Not Used



## Section 3 - Preliminary Design

### 3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual*.

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

### 3.02 Development of Alternatives

#### A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

## B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and may include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping.
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1"=20' plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1"=20' horizontal and 1"=4' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

### 3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

### 3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a Bridge Rehabilitation Report.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT *Project Development Manual (PDM)*.

The **Consultant** will submit 3 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments.

The **Sponsor** will submit 2 copies to the NYSDOT for preliminary NYSDOT review.

The **Consultant** will revise the Draft DAD to incorporate the comments. The **Consultant** will evaluate and prepare individual responses to the review comments received.

### 3.05 Advisory Agency Review

The **Sponsor** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

### 3.06 Public Information Meeting(s) and/or Public Hearing(s)

#### A. Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at one (1) public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification by providing a newspaper advertisement to the **Sponsor**.

#### B. Public Hearing(s) – Not Used

### 3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrence, and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the

Design Recommendation, re-title the DAD in accordance with the *PDM Manual*, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit 3 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit 2 copies of the Final DAD to the NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

## Section 4 - Environmental

The environmental investigations described in this section will be investigated at the inception of the project, and the information obtained on environmental constraints will be considered during the alternative development and evaluation process.

### 4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the Federal Environmental Approvals (FEA) Worksheet, and forward the completed worksheet to the **Sponsor** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

### 4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. **Consultant** tasks are limited to:

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the DAD in the Appendix of the DAD.

### 4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the **Sponsor** for attestation.

### 4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks

- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the *PLAFAP Manual* and detailed in the NYSDOT's *PDM* and *The Environmental Manual (TEM)*, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

The **Consultant** shall perform a preliminary investigation for the presence of asbestos-containing materials (ACM's) within the project site and corridor, using the following screening techniques:

The **Consultant** shall review available as-built drawings, record plans, and other construction drawings of the structure and facilities in the project area, including but not limited to pavement, shoulders, subgrade, underground utilities, buildings, and bridges which could potentially require alterations or demolition as part of the project (including those previously acquired by the Sponsor or NYSDOT) to determine whether the presence of ACM's is indicated. For estimating purposes it is assumed that only the Woodhull Road Bridge will be reviewed as part of this task.

The **Consultant** shall perform a preliminary investigation for the presence of lead-containing materials within the project site and corridor.

#### 4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the *PLAFAP Manual*, as well as in the *PDM* and the *TEM*. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. General Ecology and Endangered Species
- B. Asbestos

The findings of the Asbestos Assessment will be summarized in the DAD.

The design of asbestos abatement/removal and preparation of an Asbestos Assessment Report, if required, will be covered under a Supplemental Agreement.

#### **4.06 Permits and Approvals – Not Used**

## **Section 5 - Right-of-Way**

### **Right-of-Way Incidentals Phase**

**5.01 Abstract Request Map and/or Title Search – Not Used**

**5.02 Right-of-Way Survey – Not Used**

**5.03 Right-of-Way Mapping– Not Used**

**5.04 Right-of-Way Plan – Not Used**

**5.05 Right-of-Way Cost Estimates – Not Used**

**5.06 Public Hearings/Meetings – Not Used**

**5.07 Property Appraisals – Not Used**

**5.08 Appraisal Review – Not Used**

### **Right-of-Way Acquisition Phase**

**5.09 Negotiations and Acquisition of Property – Not Used**

**5.10 Relocation Assistance – Not Used**

**5.11 Property Management – Not Used**



## Section 6 - Detailed Design

### 6.01 Preliminary Bridge Plans

#### 1) Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The Preliminary Bridge Rehabilitation plan will indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

#### 2) Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or the Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

### 6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

The **Consultant** will prepare and submit 5 copies of the ADPs to the **Sponsor** for distribution and review. The **Consultant** will modify the design to reflect the comments generated from the review of the ADP package.

### 6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.

- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- PS&E Transmittal Memo
- Other pertinent information.

The **Consultant** will submit 5 copies of the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

#### 6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

#### 6.05 Utilities

The **Consultant** will coordinate required relocations with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see *PLAFAP Manual* Appendix 10-8). The **Sponsor** will be responsible for obtaining signed agreements.

#### 6.06 Railroads – Not Used

#### 6.07 Bridge Inventory Forms – Not Used

#### 6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic copies of plans. The electronic information will be in PDF format.

For bridge projects the **Consultant** will submit the Level 1 Load Rating information to the **Sponsor** for their records, based upon design data.

## Section 7 - Advertisement, Bid Opening and Award

### 7.01 Advertisement / Pre-Bid Meeting

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. The **Sponsor** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

A pre-bid meeting is not required.

### 7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

### 7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced.
- For pay items more than 25% over the Engineer's Estimate:
  - Checking accuracy of quantity calculations
  - Determining appropriateness of price bid work in the item.
  - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Consultant** will assist the **Sponsor** in preparing the Award Package by providing the following:

- Memorandum of Bids
- Bid Analysis / Recommendation of Award Memorandum
- Construction Management (Monitoring) Plan
- Documentation of Low Bidder's Responsibility, consisting of:
  - ✓ Review of Partial List of Employers Ineligible to Bid or be Awarded Any Public Work Contract, from the NYS Department of Labor website.
  - ✓ Web search results for General Services Administration "Excluded Parties Listing System"

- ✓ Web search results for NYS Department of State, Division of Corporations, Entity Information.
- ✓ Web search results for U.S. Department of Labor, OSHA violations in the past 3 years.

The **Sponsor** will complete remaining required documentation and transmit the Award Package to the NYSDOT.

The **Sponsor** will award the contract and will transmit the Award Package to the NYSDOT as described in the *PLAFAP Manual*.

**Section 8 - Construction Support (Not Used)**  
**Section 9 - Construction Inspection (Not Used)**

## Section 10 - Estimating & Technical Assumptions

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1) Estimate 4 meetings during the life of this agreement.  
Estimate 12 cost and progress-reporting periods will occur during the life of this agreement.
- Section 2) Assume that GPS methods and equipment will be used to establish local control points.  
Estimate 2 accidents will require review.  
Estimate 1 capacity analyses will be required.  
Estimate 0 soil borings will be taken.  
Pavement evaluation is not required or included.
- Section 3) Estimate 2 concepts will be evaluated.  
Estimate 1 design alternative (deck replacement with exodermic deck) will be analyzed in addition to the null alternative.  
Estimate 1 cost estimate(s) plus 1 update will be required for each alternative.  
Estimate 1 bridges will be rehabilitated.  
Estimate 1 public meeting will be held.  
Estimate 0 public hearings are needed.
- Section 4) Estimate 0 permits will be required.  
No more than 3 suspected ACM's will be identified for sampling and testing.  
No more than 3 suspected lead containing materials will be identified for sampling and testing.
- Section 5) Estimate 0 properties will require title searches.  
Estimate 0 ROW maps will be required.  
Estimate 0 complete property acquisitions will be required.  
Estimate 0 relocations are required.  
Assume no public hearing is required.
- Section 6) Detailed Design  
Detailed Design will include but not be limited to:
- Development of roadway and bridge plans.
  - Structural rehabilitation design.
  - Highway design.

- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Estimate 1 cost estimate(s) plus 3 updates will be required.

Estimate 0 bridge will be replaced and 0 will be rehabilitated.

Estimate 1 utility companies and 0 railroad agencies will be affected.

Provide two (2) diskettes containing entire bid documents (plans and specifications) to County in Adobe Acrobat (pdf) format.

## 10.02 Technical Assumptions

### Survey and Mapping

Survey and Mapping will extend from 300 ft. west of the west abutment to 200 ft. east of the east abutment for a bandwidth of approximately 75 ft. and include 100 ft. south along Dustin Road with a bandwidth of 75 ft.

Mapping will be developed in the NYS Plane Coordinate System (NAD 83), and the North American Vertical Datum 1988. It is assumed that GPS procedures and technology will be utilized to establish horizontal and vertical survey control within the project limits.

Assume 0 party days for supplemental survey.

Assume 0 party day for wetland survey.

ROW survey will be required to accurately determine existing right-of-way lines adjacent to each quadrant of the bridge.

### Utilities

A design ticket will be placed with Dig Safely New York for the identification and marking of existing utilities. The location of existing utilities shall be determined via ground survey supplemented by location plans provided by the utilities themselves. No specialized subsurface investigation will be required.

One utility coordination meeting will be held as part of the project.

Design of public utilities not included.

### General

Notice to Proceed with this work will be provided to the Consultant by the Sponsor within 3 days of execution of the State-Local Agreement.

**Consultant** submission of the PS&E will occur within 9 months following Notice to Proceed based on the schedule provided in Attachment D. The **Consultant** will not be responsible for delays associated with excessive review times from the Sponsor or other outside agencies. Adherence to the schedule is based on the assumption that the work be performed on a lump sum basis, plus reimbursable expenses, as provided in Attachment A.

Capacity analyses limited to establishment of roadway segment level of service, and travel speed and delay for existing and design year peak hour.

The existing open grate bridge deck will be replaced with a new partially filled concrete Exodermic Deck made composite with existing beams.

New Bridge Rail and Approach Rail will be required. Bridge Rail options will be limited to those that have been crash tested and approved by NYSDOT.

Vehicular traffic control during construction will consist of a signed off-site detour. A temporary pedestrian bridge will not be required during construction.

Bridge lighting is not included.

Visualizations are not required.

Landscape design is not required.

Level 2 Load Rating Data Input forms will not be required. The NYSDOT will complete the Level 2 Load Rating following the completion of construction.

Bar lists are not required.

## **Environmental**

This project is assumed to be a Categorical Exclusion under USDOT Regulations, 23CFR771.

It is assumed that the SEQR Classification is Type II. The results of the SEQR processing will be included in the body of the Design Approval Document (DAD) and will include the final determination in the DAD.

A Phase IA/1B Cultural Resource Survey will not be required.

Project will not disturb more than 1 acre of land. A SPDES Stormwater permit and Pollution Prevention plan will not be required.

Project will be considered as a "No Adverse Effect" by SHPO, following review of a project review cover form, letter, and pictures. It is assumed that no additional involvement with SHPO will be required. Section 4(f) documentation will not be required.

Wetland mitigation tasks are not required.

An Environmental Hearing is not required.

No more than 9 samples of potential asbestos-containing material will be collected and tested, including bridge paint.

No more than 3 samples of lead-containing material will be collected and tested, including bridge paint.

An endangered species survey will be required to identify the presence of endangered or threatened species.

Floodplain mitigation will not be required.

No permanent storm water management practices will be required.





ATTACHMENT C

**Salary Schedule**

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 WOODHULL ROAD OVER BIG WOODHULL CREEK  
 PIN 2754.36  
 PRELIMINARY DESIGN (PHASES I-IV)

JOB TITLE	CURRENT AVG. RATE	PROJECT AVG. RATE	2017* MAX. RATE	CURRENT HOURLY RATE	OVERTIME CATEGORY
Principal	71.20	71.20	76.00	175.00	A
Sr. Project Manager	53.75	53.75	62.00	160.00	A
Project Manager	42.07	42.07	54.00	135.00	A
Sr. Project Engineer	39.07	39.07	46.45	115.00	A/B
Project Engineer	32.15	32.15	34.00	100.00	B
Senior Engineer	28.26	28.26	30.85	90.00	B
Engineer	26.79	26.79	29.50	80.00	B
Assistant Engineer	22.58	22.58	25.20	75.00	B
Sr. Technician	18.36	18.36	20.40	65.00	C
Technician	17.42	17.42	19.20	60.00	C
Technical Typist	15.40	15.40	16.40	60.00	C
Level 4 Inspector	46.27	46.27	49.00	100.00	C
Level 3 Inspector	37.80	37.80	42.00	85.00	C
Level 2 Inspector	24.50	24.50	26.00	65.00	C
Party Chief	30.00	30.00	30.00	90.00	A
Survey Technician	18.82	18.82	22.00	65.00	C

\* Updated maximum rates will be submitted annually, upon request

**OVERTIME POLICY**

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

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

Assume Notice to Proceed:	6/1/2017		
Design Project Duration (months):	14		
Assume Salary Escalation:	3.0%		
	Compounded	% Work	Effective
Year	Escalation Factor	in year	%
2017	1.000	100.0%	100.0%
2018	1.030		
2019	1.061		
		100.0%	<b>100.0%</b>

ATTACHMENT C

Estimate of Direct Non-Salary Cost - DESIGN

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 WOODHULL ROAD OVER BIG WOODHULL CREEK  
 PIN 2754.36  
 FEE PROPOSAL

1. Travel, Lodging and Subsistence

Travel	Rental Car, Mileage, Fuel					\$908.00
		overnights	@	Cost/ea.	=	
	Lodging			\$85		
		meals	@	Cost/ea.	=	
	Meals			\$8		
TOTAL TRAVEL, LODGING & SUSTENANCE						\$908.00

2. Reproduction

				Cost/ea.		
a. Paper Plots		plots @		\$1.00	=	
b. Mylar Plots		plots @		\$10.00	=	
c. Prints		prints @		\$1.00	=	
d. Reports & Miscellaneous Copies (B&W)	3,698	B&W @		\$0.10	=	\$369.80
e. Reports & Miscellaneous Copies (Color)		Color @		\$0.90	=	
TOTAL REPRODUCTION						\$369.80

3. Owner's Protective Insurance (Estimated)

4. Mailings

				Cost/ea.		
Overnight	5	packages @	\$	20.00	=	\$100.00
TOTAL MAILINGS						\$100.00

5. Miscellaneous

				Cost/ea.		
Film		rolls @	\$	10.00	=	
Other Miscellaneous						
TOTAL MISCELLANEOUS						

6. Survey Personnel Costs

Wage Differential						
Party Chief	-	hours @		\$13.10		
Instrument Person	-	hours @		\$17.83		
Supplemental Benefits						
Party Chief	-	hours @		\$17.37		
Instrument Person	-	hours @		\$21.04		
TOTAL SURVEY PERSONNEL COSTS						

TOTAL DIRECT NON - SALARY COST \$1,377.80





## ATTACHMENT C

### Salary Schedule

M. J. ENGINEERING AND LAND SURVEYING, P. C.  
Woodhull Road over Big Woodhull Creek (BIN 3310660)  
Bridge Deck Replacement  
PIN 2754.36

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES			OVERTIME CATEGORY
		2017 Certified Roster	PROJECTED 2017	MAX 2017	
Project Manager	VII (A)	\$68.00	\$68.00	\$74.00	A
Engineer VI	VI (A)	\$68.00	\$68.00	\$68.00	B
Engineer V	V (A)	\$62.00	\$62.00	\$68.00	B
Engineer IV	IV (A)	\$42.00	\$42.00	\$49.00	B
Engineer III	III (A)	\$34.50	\$34.50	\$37.00	B
Engineer II	II (A)	\$24.00	\$24.00	\$31.50	B
Land Surveyor	IV (N)	\$38.00	\$36.00	\$36.00	B
Technician IV	IV (N)	\$38.00	\$38.00	\$42.00	B
HDS Technician III	III (N)	\$29.50	\$29.50	\$29.50	C
Technician III	III (N)	\$30.00	\$30.00	\$38.50	C
Technician II	II (N)	\$21.00	\$21.00	\$28.50	C
Party Chief	III (N)	\$27.00	\$27.00	\$33.00	C
Instrument Person	II (N)	\$21.00	\$21.00	\$26.50	C
Party Chief (Field)	III (N)	\$27.00	\$27.00	\$33.00	C
Instrument Person (Field)	II (N)	\$21.00	\$21.00	\$26.50	C

**NOTES:**

Hourly rates shall not exceed the maximum hourly rates set for this agreement or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement

**OVERTIME POLICY**

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

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

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

County(ies): Oneida

**PREVAILING WAGE RATES** - The difference between the required prevailing wage rate and the individual's actual hourly rate if the individual's rate is lower, is considered a direct cost

For prevailing wages, the prevailing wage overtime policy will apply

		Individual's		Difference	Payroll Additive	Total
		Prevailing Rate	Actual Rate			
Party Chief	III (N)	\$38.49	\$27.00	\$11.49	\$1.03	\$12.52
Instrument Person	II (N)	\$35.32	\$21.00	\$14.32	\$1.29	\$15.61

**SUPPLEMENTAL BENEFITS** are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead)

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Instrument Person	II (N)	\$23.70	\$5.34	\$18.36	\$0.00	\$1.65	\$20.01

**NOTES:**

Prevailing rate and supplemental benefit differences, as well as the Payroll Additive factor are subject to audit

**ATTACHMENT C**

Staffing Table

M. J. ENGINEERING AND LAND SURVEYING, P. C.  
 Woodhull Road over Big Woodhull Creek (BIN 3310660)  
 Bridge Deck Replacement  
 PIN 2754.36

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S									Total Hours	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		1.07	2.01	2.02	4.01	4.02	4.03	4.04	4.05				
Project Manager	VII (A)	4			2	2	2	8	2	20.0	\$68.00	\$1,360.00	
Engineer IV	IV (A)				2		2	8	8	20.0	\$42.00	\$840.00	
Engineer III	III (A)				4	2	4	24	16	50.0	\$34.50	\$1,725.00	
Engineer II	II (A)							16	16	32.0	\$24.00	\$768.00	
Land Surveyor	IV (N)		4	4						8.0	\$36.00	\$288.00	
Technician III	III (N)		4	12				8		24.0	\$30.00	\$720.00	
Technician II	II (N)		8	16						24.0	\$21.00	\$504.00	
Party Chief	III (N)		4							4.0	\$27.00	\$108.00	
Instrument Person	II (N)		4							4.0	\$21.00	\$84.00	
Party Chief (Field)	III (N)		16							16.0	\$27.00	\$432.00	
Instrument Person (Field)	II (N)		16							16.0	\$21.00	\$336.00	
<b>TOTAL</b>		<b>4.0</b>	<b>56.0</b>	<b>32.0</b>	<b>8.0</b>	<b>4.0</b>	<b>8.0</b>	<b>64.0</b>	<b>42.0</b>	<b>218.0</b>		<b>\$7,165.00</b>	

\$ 272 \$1,392 \$ 840 \$ 358 \$ 205 \$ 358 \$2,332 \$1,408 \$ 7,165

- 1.07 Cost and Progress Reporting
- 2.01 Design Survey
- 2.02 Design Mapping
- 4.01 NEPA Classification
- 4.02 SEQRA Classification
- 4.03 Smart Growth
- 4.04 Screening and Preliminary Investigations
- 4.05 Detailed Study and Analysis

ATTACHMENT C  
 Estimate of Direct Non-Salary Costs

M. J. ENGINEERING AND LAND SURVEYING, P. C.  
 Woodhull Road over Big Woodhull Creek (BIN 3310660)  
 Bridge Deck Replacement  
 PIN 2754.36

**EXPENDABLE COSTS**

**DIRECT NON - SALARY COST (Item IIA)**

1. Survey Personnel Costs

Wage Differential	Hours	@	Rate	
Party Chief III (N)	16		\$12.52	\$200.32
Instrument Person II (N)	16		\$15.61	\$249.76
				-----
			SUBTOTAL Wage Differential	\$450.08

Supplemental Benefits	Hours	@	Rate	
Party Chief III (N)	16		\$17.77	\$284.32
Instrument Person II (N)	16		\$20.01	\$320.16
				-----
			SUBTOTAL Supplemental Benefits:	\$604.48

TOTAL DIRECT NON - SALARY COST (Item IIA) \$1,054.56

2. Travel

Perdiem	Nights	@	Rate	
	2		\$142.00	\$284.00

TOTAL DIRECT NON - SALARY COST (Item IIA) \$1,338.56

**DIRECT NON - SALARY COST (Item IIB)**

SUBCONTRACTOR COST

(e.g. Coring, Material Testing, Bridge Access, MPT, etc.)

Material Testing (Asbestos)	9	Samples	100	per sample	\$900.00
Material Testing (Lead)	3	Samples	50	per sample	\$150.00

TOTAL DIRECT NON - SALARY COST (Item IIB) \$1,050.00



ATTACHMENT C  
SUMMARY

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M. J. ENGINEERING AND LAND SURVEYING, P. C.  
Woodhull Road over Big Woodhull Creek (BIN 3310660)  
Bridge Deck Replacement  
PIN 2754.36

Item IA, Direct Technical Salaries (estimated) subject to audit	\$7,165
Item IB, Direct Technical Salaries Premium Portion of overtime subject to of overtime subject to audit (estimate)	\$0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit	\$1,339
Item IIB, Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$1,050
Item III, Overhead (estimated @ 193% combined) subject to audit	\$13,828
Item IV, Fixed Fee (negotiated)	\$2,300
Item IIC, Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	
Total Estimated Cost	<hr/> \$25,682

**ATTACHMENT C**

**Fee Summary**

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 WOODHULL ROAD OVER BIG WOODHULL CREEK  
 PIN 2754.36  
 FINAL DESIGN (PHASES V-VI)

	DESIGN SERVICES	CONSTRUCTION SERVICES
Technical Labor Cost	8,545	
Technical Labor Premium Portion of overtime		
Direct Non-Salary Cost (estimated)	260	
Sub-Consultant Cost		
Direct Non-Salary Cost (Sub-Contractor Cost) (Estimated)		
Overhead Currently Estimated at: 155.00% Office                      124.00% Field	13,245	
Fixed Fee / Profit	2,397	
Total Estimated Cost	\$24,447	

ATTACHMENT C

**Salary Schedule**

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 WOODHULL ROAD OVER BIG WOODHULL CREEK  
 PIN 2754.36  
 FINAL DESIGN (PHASES V-VI)

JOB TITLE	CURRENT AVG. RATE	PROJECT AVG. RATE	2017* MAX. RATE	CURRENT HOURLY RATE	OVERTIME CATEGORY
Principal	71.20	73.34	76.00	175.00	A
Sr. Project Manager	53.75	55.36	62.00	160.00	A
Project Manager	42.07	43.33	54.00	135.00	A
Sr. Project Engineer	39.07	40.24	46.45	115.00	A/B
Project Engineer	32.15	33.11	34.00	100.00	B
Senior Engineer	28.26	29.11	30.85	90.00	B
Engineer	26.79	27.59	29.50	80.00	B
Assistant Engineer	22.58	23.26	25.20	75.00	B
Sr. Technician	18.36	18.91	20.40	65.00	C
Technician	17.42	17.94	19.20	60.00	C
Technical Typist	15.40	15.86	16.40	60.00	C
Level 4 Inspector	46.27	47.66	49.00	100.00	C
Level 3 Inspector	37.80	38.93	42.00	85.00	C
Level 2 Inspector	24.50	25.24	26.00	65.00	C
Party Chief	30.00	30.90	30.00	90.00	A
Survey Technician	18.82	19.38	22.00	65.00	C

\* Updated maximum rates will be submitted annually, upon request

**OVERTIME POLICY**

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

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

Assume Notice to Proceed:	6/1/2017		
Design Project Duration (months):	14		
Assume Salary Escalation:	3.0%		
Year	Compounded Escalation Factor	% Work in year	Effective %
2017	1.000		
2018	1.030	100.0%	103.0%
2019	1.061		
		100.0%	<b>103.0%</b>

ATTACHMENT C

Estimate of Direct Non-Salary Cost - DESIGN

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC  
 WOODHULL ROAD OVER BIG WOODHULL CREEK  
 PIN 2754.36  
 FEE PROPOSAL

1. Travel, Lodging and Subsistence

Travel	Rental Car, Mileage, Fuel					\$260.00
	Lodging	overnights	@	Cost/ea.	=	
				\$85		
	Meals	meals	@	Cost/ea.	=	
				\$8		
TOTAL TRAVEL, LODGING & SUSTENANCE						\$260.00

2. Reproduction

				Cost/ea.		
a. Paper Plots	plots	@		\$1.00	=	
b. Mylar Plots	plots	@		\$10.00	=	
c. Prints	prints	@		\$1.00	=	
d. Reports & Miscellaneous Copies (B&W)	B&W	@		\$0.10	=	
e. Reports & Miscellaneous Copies (Color)	Color	@		\$0.90	=	
TOTAL REPRODUCTION						

3. Owner's Protective Insurance (Estimated)

4. Mailings

				Cost/ea.		
Overnight	packages	@	\$	20.00	=	
TOTAL MAILINGS						

5. Miscellaneous

				Cost/ea.		
Film	rolls	@	\$	10.00	=	
Other Miscellaneous						
TOTAL MISCELLANEOUS						

6. Survey Personnel Costs

Wage Differential						
Party Chief	-	hours	@	\$13.49		
Instrument Person	-	hours	@	\$18.38		
Supplemental Benefits						
Party Chief	-	hours	@	\$17.37		
Instrument Person	-	hours	@	\$21.04		
TOTAL SURVEY PERSONNEL COSTS						

TOTAL DIRECT NON - SALARY COST \$260.00

ATTACHMENT C

Estimated Labor Hours - Total  
Data Engineers, Architects, & Land Surveyors, DPC

WOODHULL ROAD OVER BIG WOODHULL CREEK  
Proposal Name  
2017A 02101  
Proposal Number

Bridge	X
Rightway	X
Environmentals	
CH	
Lighting	
Landscaping	
Utility	

Phase	
Study	
Design	X
ROW	
Construction	

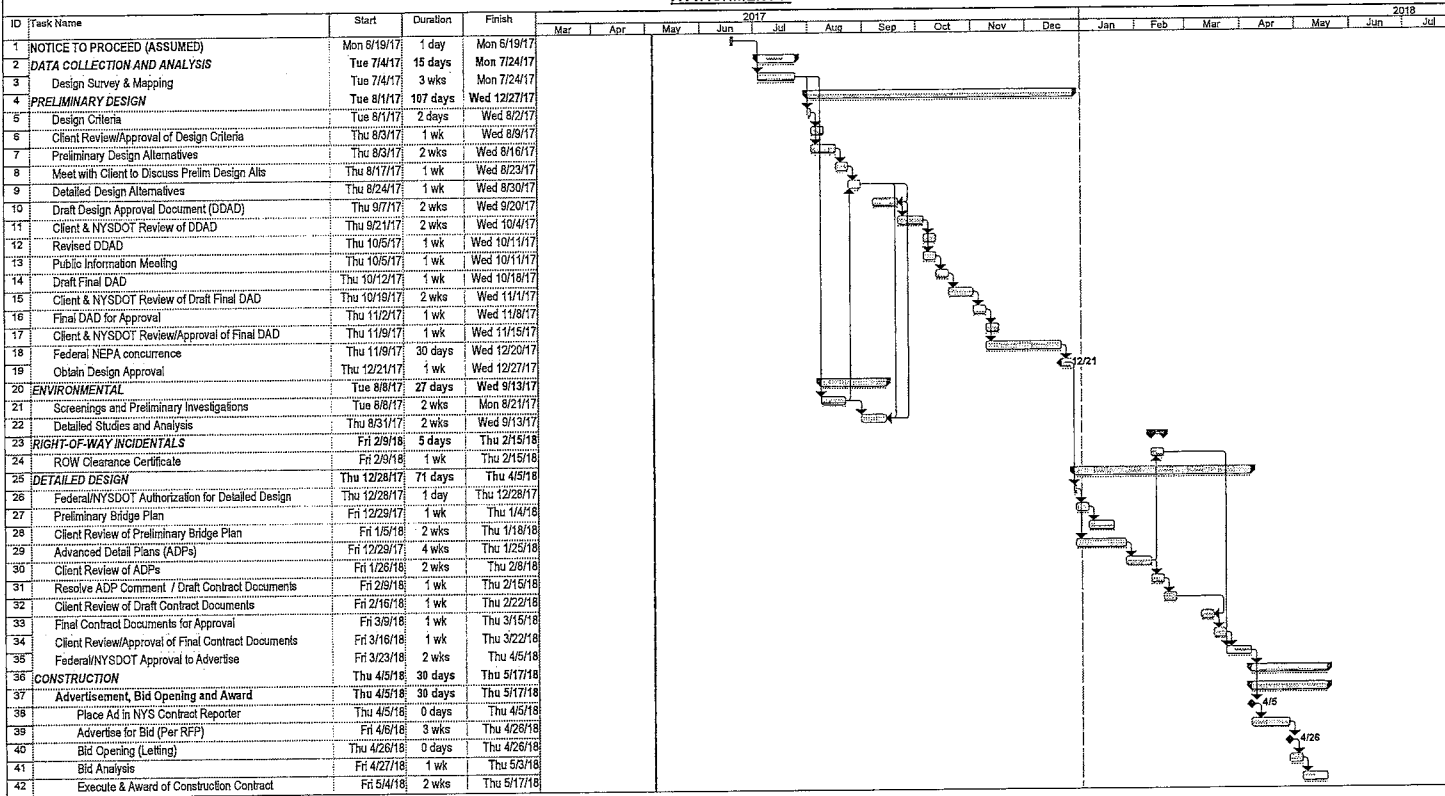
Prepared by: JMM  
Date: 5/15/17  
Checked by: TOS  
Date: 5/17/17

Task No.	Task Description	Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Engineer	Assistant Engineer	Sr. Technician	Technician	Technical Typist	Level 4 Inspector	Level 3 Inspector	Level 2 Inspector	Party Chief	Survey Technician	Subtotal
			40		42													233
6.01	Preliminary Bridge Plans		4		8													16
6.02	Bridge Details		1		4													9
6.03	Site Sheet		1															2
6.04	Legend, Abbreviations and Index		1															2
6.05	Typical Roadway Section (K sheets)		1															1
6.06	General Notes		1															1
6.07	Summary of Quantities		1															2
6.08	Traffic Control Plans & Details (K sheets)		1															1
6.09	Baseline Ties and Tables		1															2
6.10	General Plan and Revision		1		4													12
6.11	Bridge Profile and Stationing		1		2													6
6.12	Elevation and Stationing Details (K sheets)		1															1
6.13	Finishing Plan		1															1
6.14	Transition Section		1															1
6.15	Grade Details and Squarefootage Tables (K sheets)		1		2													8
6.16	Deck Plan & Details (K sheets)		1		4													6
6.17	Bridge Bents (K sheets)		1		4													12
6.18	Marshall House Bridge Details (K sheets)		1		2													6
6.19	Site Visit to Final Design		6															6
6.20	Special Specifications		1															2
6.21	Special Notes		1															4
6.22	ADP Submission		1		2													4
6.23	ADP Comments		1		2													8
6.24	Contract Documents		1		4													12
6.25	Cost Estimating		1															6
6.26	Agree with Utility Agreements/Meetings		1															2
6.27	Information Transmittal		1															1
			8		6													17
																		1
7.01	Advertisement		1															1
7.02	800 Design/Pre-Bid Meeting																	
7.03	800 Review & Construction Monitoring Plan		6		4													10
	TOTAL HOURS - DESIGN		48		48													151
	DIRECT LABOR RATE - DESIGN	\$73.34	\$55.36	\$43.33	\$60.94	\$35.15	\$36.15	\$27.68	\$28.28	\$18.81	\$17.84	\$10.86	\$47.81	\$38.83	\$25.24	\$30.89	\$19.39	\$4,644.87
	TOTAL LABOR COST - DESIGN	\$2,712.84	\$2,659.28	\$2,080.54	\$2,915.54	\$1,655.54	\$1,349.54	\$1,115.54	\$1,115.54	\$354.54	\$317.54	\$197.54	\$1,715.54	\$1,488.54	\$637.54	\$928.54	\$375.54	\$4,644.87

**PROJECT SCHEDULE**

Project Status Date: Fri 5/5/17

**WOODHULL ROAD  
OVER BIG WOODHULL CREEK  
BIN 3310660  
ATTACHMENT D**



Attachment 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 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).

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

**Attachment F**

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 Delta Engineers, Architects & Land Surveyors, DPC ("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

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Nicole Larsen	
	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082	
INSURED Delta Engineers, Architects & Land Surveyors, D.P.C. 860 Hooper Road Endwell, NY 13760	E-MAIL ADDRESS: Nicole.Larsen@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company	11000
	INSURER B: Hartford Casualty Ins. Co.	29424
	INSURER C: Hartford Fire Insurance Co.	19682
	INSURER D: Continental Casualty Company	20443
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 16-17 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			84SBWKJ0894	11/01/2016	11/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			84UEGLN2329	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			84XHUYH2259	11/01/2016	11/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WBGBN8169	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab & Pollution Liability			AEH276183123	05/23/2017	11/01/2018	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Project No. 2017.162.001 Woodhull Road over Big Woodhull Creek. Oneida County is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.  
 The above referenced liability policies with the exception of professional liability are primary & non contributory where required by written contract.  
 (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
County of Oneida 800 Park Ave Utica, NY 13501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

**DESCRIPTIONS (Continued from Page 1)**

Waiver of Subrogation is applicable where required by written contract & allowed by law.

MINUTES  
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: May 24, 2017; 11:00 am  
LOCATION: County Executive's Conference Room  
PRESENT: Anthony J. Picente Jr., County Executive  
Gerald Fiorini, Chairman, Board of Legislators  
Mark E. Laramie, P.E on behalf of  
Dennis S. Laramie, Secretary, Board of Acquisition and Contract

Roll Call: Chairman Fiorini, Deputy Commissioner Laramie, County Executive Picente

Motion to accept previous mtg. minutes: Mr. Fiorini                      Second: Mr. Laramie  
Communications: None  
Public Speakers: None  
Report of Officials: None  
Resolutions:

1. Approval of Change Order #S13 with Ritter & Paratore Contracting in the amount of \$70,306.00 to provide wayfinding signage, emergency siren medications to the gates, additional pavement markings/bollards and repair the collapsed tunnel at the courthouse front entrance on the Oneida County Office Building Parking Lot Improvement project. Original contract amount was \$1,498,900.00 with the proposed amount to-date being \$1,955,095.54. Upon recommendation of Mark E. Laramie, P.E. H-402

Motion: Mr. Fiorini                      Second: Mr. Laramie

2. Approval of Credit Change Order #P1 in the amount of (\$5,000.00) and Final Payment of \$1,139.00 with HJ Brandeles Corp. (H1542604) on work that is now complete for the Oneida County Office Building B1/B2 project. Original contract amount was \$27,780.00 with the proposed final amount being \$22,780.00. Upon recommendation of Mark E. Laramie, P.E. H-305

Motion: Mr. Laramie                      Second: Mr. Fiorini

3. Acceptance of a proposal from Delta Engineers, Architects & Land Surveyors, P.C. for a lump sum fee of \$78,957.00 to prepare plans and specifications for the reconstruction of the Woodhull Road over Woodhull Creek Bridge in the Town of Forestport (BIN 3310660) under the BRIDGE NY program with a project reimbursement up to 95% via federal aid with a 5% local match. Budget for the Bridge Deck Replacement is \$470,000.00 (\$446,500 federal \$23,500 local) Construction inspection services will be added at a later date via addendum. Upon recommendation of Mark E. Laramie, P.E. H-298

Motion: Mr. Fiorini                      Second: Mr. Laramie

4. Acceptance of a proposal from Delta Engineers, Architects & Land Surveyors, P.C. for a lump sum fee of \$180,785.00 to prepare plans and specifications for the reconstruction of the Utica Street Bridge over Oriskany Creek in the Town of Whitestown (BIN 2206300) under the BRIDGE NY program with a project reimbursement up to 95% via federal aid with a 5% local match. Budget for the Bridge Deck Replacement is \$1,330,000.00 federal/\$70,000.00 local. Construction inspection services will be added at a later date via addendum. Upon recommendation of Mark E. Laramie, P.E. H-298

Motion: Mr. Laramie                      Second: Mr. Fiorini

5. Approval of Credit Change Order #G3 in the amount of (\$2,194.00) and final payment of \$40,427.10 with Edgebrook Construction Company (H1542602) on work that is now complete on the for the Oneida County Office Building B1/B2 project. Original contract amount was \$671,880.00 with the proposed final amount being \$702,484.00. Upon recommendation of Mark E. Laramie, P.E. H-305

Motion: Mr. Fiorini                      Second: Mr. Laramie

6. Approval of Credit Change Order #1 & Final with H.J. Brandeles, Inc. in the amount of (\$50,000.00) on work that is complete on the H-488 Rehab 786 Phase II Project at Griffiss International Airport. Credit is due to utility allowance that was not used. Original contract amount was \$278,000.00 with the proposed final amount being \$228,000.00. Upon recommendation of Deputy Commissioner Chad Lawrence. H-488

Motion: Mr. Fiorini                      Second: Mr. Laramie

7. Approval of the extension of Bid Reference No. 1657, Cleaning Supplies, with Hill & Marks and Eco-lab from January 1, 2017 through December 31, 2017 as agreed upon by all parties with an increase of 2.5 percent as allowed in the original contract specifications. Upon recommendation of Mello Testa and Sheriff Maciol.

Motion: Mr. Laramie                      Second: Mr. Fiorini

8. Approval of Credit Change Order #1 with Green Mountain Pipeline Services in the amount of \$378,348.00 for work that has been completed on Contract 7, Sanitary Sewer Mainline Rehabilitation-Phase III at the Water Quality & Water Pollution Control Department. Original contract amount was \$2,060,655.00 with the proposed amount to-date being \$1,682,307.00. Upon recommendation of Steen P. Devan, P.E. H-448

Motion: Mr. Fiorini                      Second: Mr. Laramie

9. Approval of the extension of Bid Reference No. 1747, Ice Melt Pellets, with Veritiv, formerly Xpedx for an additional one-year from May 1, 2017 through April 30, 2018 with an increase of 3.75% making it \$8.30 per bag for a skid of 50 bags as allowed in the original specifications. New price per skid will be \$415.00. This bid allows for one more extension through April 15, 2019. Upon recommendation of Mark E. Laramie, P.E. and Mello Testa.

Motion: Mr. Fiorini                      Second: Mr. Laramie

10. Award Bid Reference No. 1906, Digester Complex 16kV Unit Substation, to O'Connell Electric Company as the sole bidder in the amount of \$675,000.00 for the base amount. Upon recommendation of Mello Testa and Steven P. Devan, P.E.

Motion: Mr. Laramie                      Second: Mr. Fiorini

11. Approval of the extension with the Wireless Business Group for the management and administration of Oneida County's wireless telecommunication and data accounts as agreed upon by both parties from June 1, 2017 through May 31, 2018. Upon recommendation of Mark E. Laramie, PE and Mello Testa. A1620.4163

Motion: Mr. Fiorini                      Second: Mr. Laramie

12. Approval of Change Order #01-06 with Ritter & Paratore Contracting, Inc. (H1542701) in the amount of \$73,421.99 for additional work for the south parking lot, striping at the Academic Building, an additional flagpole at the Quad and additional sidewalk and curb removals on the MVCC Rome Campus Expansion Project. Original contract amount was \$1,398,997.00 with the proposed amount to-date being \$1,751,736.28. Upon recommendation of Mark E. Laramie, P.E. H-497

Motion: Mr. Laramie                      Second: Mr. Fiorini



18. Approval of Change Order #08-15 in the amount of \$35,598.69 with Huen NY, Inc. (H1542708) for several additional extra work items needed on the MVCC Rome Campus Expansion project. Original contract amount was \$3,220,000.00 with the proposed amount to-date being \$3,733,447.95. Upon recommendation of Mark E. Laramie, P.E. H-497

Motion: Mr. Fiorini                      Second: Mr. Laramie

19. Approval of Change Order #08-16 with Huen NY, Inc. (H1542708) in the amount of \$8,200.00 to furnish and install high definition CCTV for the MVCC Rome Campus Expansion project. Original contract amount was \$3,220,000.00 with the proposed amount to-date being \$3,741,647.95. Upon recommendation of Mark E. Laramie, P.E. H-497

Motion: Mr. Laramie                      Second: Mr. Fiorini

20. Award Bid Reference No. 1891, medical billing services, to Ionidea, Inc./Health Tigers as the sole bidder in the amount of \$27,060.00. Upon recommendation of Phyllis D. Ellis and Mello Testa.

Motion: Mr. Laramie                      Second: Mr. Fiorini

21. Approval of Change Order S14 with Ritter & Paratore Contracting (H1543901) in the amount of \$4,809.04 and the release of all retainage to-date except for \$100.00 for work that is now complete on the Oneida County Office Building Parking Lot Improvement project. This change order will provide a County Seal at the Park Street Entrance and the change order also makes adjustments to the contract price for changes in the Elizabeth Street stairs that was added. Money not used in the sidewalk allowance was used towards the cost of the stairs. Original contract amount was \$1,498,900.00 with the proposed final amount being \$1,960,904.58. Upon recommendation of Mark E. Laramie, P.E. H-402

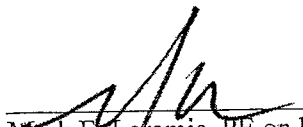
Motion: Mr. Fiorini                      Second: Mr. Laramie

22. Acceptance of a proposal from MARCH Associates in the amount of \$44,200.00 to prepare plans and specifications for wayfinding improvements at the MVCC Campus. Capital Project H-492 was created to fund a comprehensive MVCC campus wayfinding study and improvements and MARCH Associates Architects and Planners, PC was selected through a competitive request for proposals process to complete the study. Additional money was secured in the 2017 Capital Budget for implementation of select improvements identified and developed in the study. Upon recommendation of Mark E. Laramie, P.E. H-492

Motion: Mr. Fiorini                      Second: Mr. Laramie

Motion to Adjourn:    Mr. Laramie                                      Second: Mr. Fiorini

Submitted by,

  
Mark E. Laramie, PE on behalf of  
Dennis S. Davis, Secretary  
Board of Acquisition and Contract



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 11, 2017

FN 20 17-309

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

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

PUBLIC WORKS

Anthony J. Picente, Jr.  
County Executive

WAYS & MEANS

Date 9/11/17

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

Supported by Unanticipated Revenue in:

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

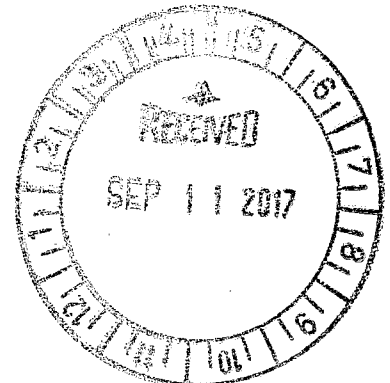
If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

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 11, 2017

FN 20 17 310

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**

**WAYS & MEANS**

Anthony J. Picente, Jr.  
County Executive

Date 9/11/17

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:

<b>D5144.413</b>	<b>County Road, Rent/Lease-Property Equipment</b>	<b>\$101,000.00</b>
<b>D5144.491</b>	<b>Other Materials &amp; Supplies</b>	<b><u>\$114,904.00</u></b>
<b>TOTAL</b>		<b>\$250,000.00</b>

Supported by unanticipated revenue in:

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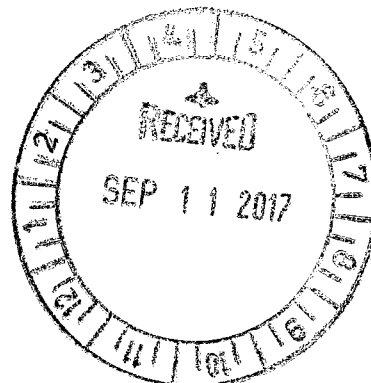
If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

Sincerely,

Dennis S. Davis  
Commissioner

DSD/mp

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





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

July 21, 2017

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

FN 20 17-311 Reviewed and Approved for submittal to the Oneida County Board of Legislators by

PUBLIC WORKS

Signature of Anthony J. Picente, Jr. County Executive

WAYS & MEANS

Date 9/7/17

Re: Title V Reporting Services

The United States Environmental Protection Agency (USEPA) promulgated new rules regarding the incineration of sewage sludge. Under the rules, the Oneida County Water Pollution Control Plant received a Title V Air Permit. This permit has various reporting requirements that must be done on both an annual and semiannual basis.

It has become apparent that the Department needs assistance preparing these reports. Consequently, the Department issued an RFP to solicit the services needed to complete these reports. Services were solicited to cover a 5 year permit cycle. One response to the RFP was received. It was from O'Brien and Gere Engineers, Inc.

O'Brien and Gere proposed the following fees for performing the required reporting services over the current permit five (5) year cycle.

Table with 2 columns: Year, Price. Rows for 2017-2021 and Total.

Department staff has reviewed this proposal and found it to be acceptable. As the total amount of the service is over \$50,000, the Board of Legislators must approve this expenditure. Funding will come from the Department operation budget, account G8110.195.

I would appreciate consideration of this matter by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you and the Board at your convenience, to discuss this request and explain the agreement in more detail.

Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Signature of Steven P. Devan

Steven P. Devan, P.E. Commissioner

Attachments: O'Brien and Gere proposal dated July 5, 2017 Acquisition and Contract Minutes dated July 17, 2017



Competing Proposal   X    
Only Respondent             
Sole Source RFP             
Other           

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** O'Brien & Gere Engineers, Inc.  
7600 Morgan Road  
Liverpool, NY 13090

**Title of Activity or Service:** Title V Reporting Services

**Proposed Dates of Operation:** 2017-2021

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

**1) Narrative Description of Proposed Services:** Work under this RFP will consist of doing Title V air permit reporting services required by NYSDEC and USEPA from 2017-2021

**2) Program/Service Objectives and Outcomes:** Produce the necessary reports for Title V air permit reporting.

**3) Program Design and Staffing:** OBG Engineers will produce the reports with over site from WQ&WPC staff.

**Total Funding Requested:** \$77,100                      **Account #:** G8110.195

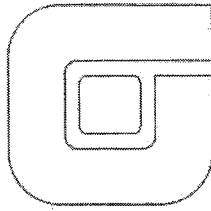
**Oneida County Dept. Funding Recommendation:** \$77,100

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County - Funding will come from the annual Department operating budget.

**Cost Per Client Served:** \$0.70

**Past Performance Data:** OBG has successfully performed these services for the Department in previous years.

**O.C. Department Staff Comments:** It has become apparent that the Department needs assistance preparing these reports. Consequently, the Department issued an RFP to solicit the services needed to complete these reports.



OBG | There's a way

July 5, 2017

**Mr. John Waters**  
**Technical Assistant to the Commissioner**  
Oneida County  
Department of Water Quality & Water Pollution Control  
51 Leland Ave. PO Box 442  
Utica, NY 13503-0442

RE: Air Permit Compliance Reporting | Oneida County Water Pollution Control Plant  
Request for Proposal No. 2017-193  
FILE: 14922/CRM44678

Dear **Mr. Waters**:

O'Brien & Gere (OBG) is pleased to present this proposal to the Oneida County Department of Water Quality & Water Pollution Control (Oneida County) to provide air permit reporting assistance to the Oneida County Water Pollution Control Plant (WPCP) located in Utica, New York.

#### PROJECT UNDERSTANDING

The air permit for the Oneida County WPCP requires submission of semi-annual compliance reports in January and July of each year; an annual compliance report in January; semi-annual excess emission reports (EER) in January and July of each year; and an annual emissions statement by April 15 of each year. The reports are submitted to the New York State Department of Environmental Conservation (NYSDEC). Oneida County enrolled in the NYSDEC Air Certification and Emissions (ACE) electronic reporting system to complete the 2016 Title V and semi-annual compliance reports and OBG assumes that the reports in the future will also be completed using the ACE system.

Based upon OBG's understanding of this project, the following describes our proposed scope of services, project schedule, and project costs.

#### SCOPE OF SERVICES

##### COMPLIANCE REPORTS

OBG will provide Oneida County with the periodic compliance and emission reports listed below. Note that the 2017 Title V Annual Compliance report and the 2017 Annual Emissions statement have already been submitted. The remaining 2017 reports include the Semi-Annual Compliance and EER reports due July 30, 2017 and January 30, 2018.

- Annual Title V Compliance Report due January 30
- Semi-Annual Compliance Reports due January 30 and July 30
- Annual Emissions Statement due April 15
- Semi-Annual Excess Emissions Reports (EER) due July 30 and January 30



333 West Washington Street, PO Box 4873  
Syracuse, NY 13221-4873



p 315-956-6100  
f 315-463-7554



OBG  
www.obg.com

The annual and semi-annual compliance reports require Oneida County to provide information regarding the compliance status of each permit condition subject to the reporting requirement. The annual emissions statement requires Oneida County to provide information regarding the actual emissions released from the facility during the previous reporting year. EERs summarize excess emissions, CEMS data availability, and continuous process monitoring system (CMS) compliance for the semi-annual reporting periods.

OBG will meet with Oneida County WPCP staff for each report (assume 2 hours for each meeting), to review and collect data compiled and provided by WPCP staff. These meetings will be scheduled within 5 business days following the close of the respective reporting period to allow adequate time to prepare the report(s). OBG will provide Oneida County WPCP a draft copy of each report within 10 business days of receipt of all information required to complete the reports.

### ASSUMPTIONS AND CLARIFICATIONS

The following assumptions relate to the scope of services and associated cost presented herein:

- Oneida County WPCP staff will be responsible for creating and maintaining the parametric, CEMS, CMS, and process operating data required to provide supporting documentation to OBG for the reports. Delays in submittal of the process/emissions data or required additional support from OBG in obtaining, reducing, or generating the data sets may result in additional fees.
- Oneida County WPCP staff will provide to OBG copies of the above referenced information to support the preparation of the compliance reports. This information will be provided to OBG at the on-site meeting for each report. It is recommended that the OBG project manager be listed as an ACE Compliance Certification Editor (CCE) and Emission Statement Editor (ESE) for the facility. This will allow OBG to enter facility data and submit compliance reports to the ACE.
- Oneida County WPCP will be responsible for any process sample collection or analysis as needed.
- As indicated above, one on-site meeting per report is included in the budgeted scope of work. Additional required on-site or NYSDEC meetings to review the reports will result in additional fees.

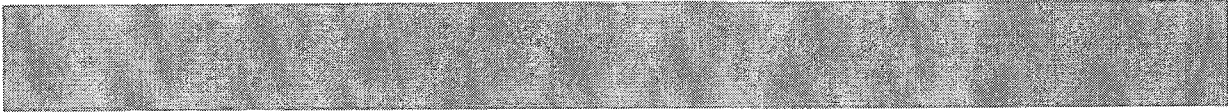
### PROJECT FEE AND TERMS

OBG proposes to provide the above-referenced 2017 services on a time and materials basis which will be billed in accordance with the attached labor and equipment rate schedule. Note that labor rates typically increase approximately 2-3 percent per year, however these costs will be partially offset by savings incurred through the use of document templates that will be used for successive annual reports.

Estimated costs for the remainder of 2017 are outlined below. In addition, as requested we have provided estimated fees for four additional years (2018-2021). We propose to conduct this project in accordance with the attached Terms and Conditions established for previous Oneida County WPCP/OBG projects.

2017 – Compliance Reports	Estimated Hours	Estimated Maximum
July 2017 and January 2018 EER Reports	36 – 46	\$5,800
July 2017 Semi-Annual Report	16 – 20	\$2,600
January 2018 Semi-Annual Report	16 – 20	\$2,500
<b>2017 Compliance Reports Total Fee</b>		<b>\$10,900</b>



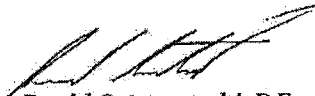


2018 – 2019 Compliance Reports	Estimated Hours	Estimated Maximum
January Title V Annual Report	14 – 18	\$2,500
January and July Semi-Annual Reports	30 – 38	\$5,000
April Annual Emissions Statement	18 – 22	\$2,900
July and January EER Reports	34 – 42	\$5,700
<b>2018-2019 Compliance Reports Annual Fee</b>		<b>\$16,100</b>
<b>2018-2019 Compliance Reports Total Fee</b>		<b>\$32,200</b>

2020 – 2021 Compliance Reports	Estimated Hours	Estimated Maximum
January Title V Annual Report	13 – 16	\$2,500
January and July Semi-Annual Reports	28 – 36	\$5,400
April Annual Emissions Statement	16 – 20	\$3,100
July and January EER Reports	32 – 40	\$6,000
<b>2020-2021 Compliance Reports Annual Fee</b>		<b>\$17,000</b>
<b>2020-2021 Compliance Reports Total Fee</b>		<b>\$34,000</b>

We appreciate the opportunity to be of service to Oneida County. Should you have any questions regarding this proposal or care to revise its contents, please do not hesitate to contact me at (315) 956-6033. Should you find this proposal acceptable, please sign below in the space provided and return to this office, which will be our authorization to proceed.

Very truly yours,  
O'BRIEN & GERE ENGINEERS, INC.

  
**David Ostaszewski, P.E.**  
Senior Managing Engineer

ONEIDA COUNTY  
DEPARTMENT OF WATER QUALITY & WATER  
POLLUTION CONTROL  
Proposal accepted. O'Brien & Gere Engineers,  
Inc. is authorized to initiate service per this  
Proposal, as of \_\_\_\_\_.

Enclosures: 2017 Hourly Billing Rates  
Standard Service Terms and Conditions

cc: Chris Dousharm, P.E. – OBG  
Karl E. Schrantz, P.E. – OBG

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**O'Brien & Gere Engineers, Inc.  
2017 Hourly Billing Rates\***

LABOR CATEGORY	Hourly Billing Billing Rates
Senior Officer	\$240
Officer	\$225
Senior Managing Engineer/Scientist, Senior Project Manager	\$205
Managing Engineer/Scientist, Project Manager	\$180
Managing/Project Associate, Certified/Senior Industrial Hygienist	\$165
Senior Engineer/Scientist	\$130
Project Engineer/Scientist	\$107
Senior Technician, Project Controls Administrator, Executive/Senior Secretary	\$94
Engineer, Scientist	\$85
Technician, Project Accountant, Secretary	\$73

Expert Testimony

150 % of Hourly Rate

DIRECT EXPENSES	Billing Markups
<u>Other Direct Expenses:</u> Travel lodging and meals, lab and field supplies, drawing and report reproduction, shipping samples and equipment, and other project specific direct expenses	At Cost
Mileage	IRS Rate
Subcontractors	At Cost

\* - O'Brien & Gere reserves the right to adjust these labor rates annually at any time after 12 months from the signing of the agreement. Rate increases will not exceed 3% of the current rates.





**O'BRIEN & GERE ENGINEERS, INC.**  
**STANDARD SERVICE TERMS AND CONDITIONS**

1. **Definitions.** As and when used in this Agreement, each of the following terms shall have the meaning set forth below:
- a) **Agreement** shall mean this Proposal, including the following: Letters of Authorization or the job specific terms on the face of any Purchase or Change Order and the other Exhibits incorporated in this Proposal.
  - b) **Law** shall mean federal, state, and local statutes, laws, ordinances, rules, regulations, and codes applicable to Services.
  - c) **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.
  - d) **OBG** shall mean the company issuing the Proposal, O'Brien & Gere Engineers, Inc., unless otherwise stated in the Proposal.
  - e) **Project** shall mean the overall work to be performed, including Services to be performed by OBG or others on behalf of Client at or in connection with project site(s).
  - f) **Reimbursable Expenses** shall mean the expenses reasonably incurred by OBG, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in the Scope of Services).
  - g) **Services** shall mean the professional, technical and other consulting services, work or tasks to be performed by OBG and its subcontractors as described in the Proposal.
2. **Changes in Scope.** Client shall have the right within the general purpose and intent of the Project to change, add or delete items from Services in writing and subject only to the agreement of OBG with respect to the effect on cost and schedule.
3. **Payment.** Payment of OBG's monthly invoice shall be due upon receipt. Balances more than thirty (30) days past due shall accrue interest at the rate of 1% per month or part thereof until paid.
4. **Term.** Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and OBG until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.
5. **Status.** Except as otherwise provided in this Agreement, OBG shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. OBG shall be solely responsible for complying with all applicable, federal, state and local employment, wage, tax, and insurance laws and licensing requirements.
6. **Standard of Care.** OBG agrees to correct or re-perform, without additional cost to Client, any Service not performed in accordance with the professional standard of care prevailing at the time and in the place where such Service is performed.
7. **Insurance.** Throughout the term of this Agreement, OBG shall maintain insurance in amounts not less than shown:
- |                           |   |
|---------------------------|---|
| a) Worker's Compensation  | Statutory amount where Services are performed |
| b) Automobile             | \$1,000,000                                   |
| c) General Liability      | \$1,000,000                                   |
| d) Professional Liability | \$1,000,000                                   |
| e) Excess Umbrella        | \$3,000,000 on "b" & "c"                      |
- Client agrees to require all third parties engaged by or through Client in connection with the Project to provide OBG with current Certificates of Insurance endorsed to include OBG as an additional insured on their "b," "c" and "e" policies of insurance and authorizes OBG to enforce this provision directly with all Project related third-parties.
8. **Compliance with Law.** OBG shall comply with all Law applicable to Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, OBG shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability or national origin.
9. **Confidentiality.** Except when 1) authorized by Client in writing, 2) previously and independently known, 3) subsequently published through no fault of OBG or 4) lawfully obtained from a third party having independent knowledge, OBG shall treat as confidential all information obtained from Client. OBG shall provide Client with reasonable notice of and an opportunity to legally resist any effort by a third party to obtain disclosure of confidential information. OBG shall be permitted to comply with any judicial order. Client information marked confidential shall be returned to Client at the conclusion of Services.
10. **Patents.** Patentable ideas, products, equipment, materials or processes ("Ideas") developed, in whole or in part, with proprietary information or assistance of Client shall be the property of Client; provided, however, that OBG shall have an unlimited, royalty free, nonexclusive, nontransferable (other than to its successors), world-wide license for their use, reproduction, manufacture and sale. Ideas developed by OBG during or as part of its performance of the Services which do not depend on proprietary information or assistance provided by Client shall be the property of OBG; provided, however, that Client shall have an unlimited, royalty free, nonexclusive, nontransferable license for their use by and for Client.
11. **Client Responsibilities.** Client shall on a continuing basis throughout the term of this Agreement:
- a) maintain a designated representative, who shall be reasonably available to meet with OBG on Client's behalf;
  - b) provide OBG with all relevant Project related data available to Client, and unless otherwise provided in the Scope of Services, Client shall provide OBG with accurate, current land surveys showing the location of on-site utilities and subsurface structures, test boring logs and other subsurface information necessary for performance of Services;
  - c) provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services;
  - d) arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by OBG for performance of Services.

12. **Additional Cost or Delay.** OBG shall not be responsible or liable for delay or additional Project cost resulting from:
- the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to OBG,
  - changes, delays or additional Services not necessitated by the acts or omissions of OBG,
  - unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties.
  - damage to underground utilities or structures not accurately located on plans, maps or figures furnished to OBG.
13. **Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.
14. **Force Majeure.** Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event or circumstance beyond its reasonable control. The party relying on this provision shall give prompt notice to the other party of the event or circumstance and shall take all reasonable steps to resume performance at the earliest possible date. In the event of a Force Majeure, the time for performance of Services shall be extended by the number of days from the date notice is given until performance is able to be resumed.
15. **Other Use of Results.** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of OBG in performing Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the Project and are intended solely for use by Client in connection with the Project.
- Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon OBG's receipt of payment. Client agrees to defend, indemnify and hold harmless OBG from and against any and all Losses arising from Client's direct or indirect use of Documents or Results, other than in connection with Project.
16. **Suspension of Services.**
- Client shall have the right to suspend all or part of the Services, provided, Client gives OBG at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by OBG in (i) preserving and documenting Services performed or in progress, and (ii) demobilizing and remobilizing Services.
  - In the event Client does not make timely payment of the invoiced amounts as provided herein, OBG shall in addition to its other rights, have the right, upon seven (7) days' notice, to suspend performance of all or part of the Services until (i) all past due amounts are paid, and (ii) satisfactory assurance of prompt future payment is received.
17. **Indemnification.**
- Subject to paragraph 19 of these Standard Service Terms & Conditions, OBG agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of OBG, its directors, officers, employees, and its agents, subcontractors, successors and assigns.
  - To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of OBG, its directors, officers, employees, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.
18. **Limitation of Damages.** The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.
19. **Liability.** The maximum liability of OBG, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to this Agreement, including paragraphs 6 and/or 17a of these Standard Service Terms & Conditions, shall be limited to Five (5) times the Agreement amount, but in no event more than \$1,000,000.
20. **Mediation of Disputes.** The parties agree to make a good faith effort to resolve any controversy, dispute or claim arising out of, or related to, this Agreement ("Dispute") by the use of alternative dispute resolution procedures provided herein, prior to, and as a condition of, commencing any action or proceeding at law or in equity. Specifically, each party agrees to provide the other prompt written notice of the specific subject(s) and/or circumstance(s) in Dispute. If the Dispute is not resolved to the mutual satisfaction of the parties within ten (10) days of receiving notice, either party may request mediation. Mediation shall be 1) by a qualified, experienced mediator agreeable to both parties as supplied by the American Arbitration Association, Endispute, Inc., or other mutually agreeable source, 2) at the earliest available date of the mediator, and 3) in the major city closest to the Project site where OBG's Services are performed or as otherwise agreed by the parties. The cost of mediation services shall be shared equally by the parties.
21. **Termination.** Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.
22. **Modification.** This Agreement shall not be modified or replaced, in whole or in part, except by written amendment signed by both parties.
23. **Notice.** All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, return receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.
24. **Interpretation.** This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York except for its choice of law rules.
25. **Severability.** If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.
26. **Waiver.** Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
27. **Integration.** This Agreement shall constitute the entire agreement between the parties. There are no representations or other agreements, oral or written, between the parties other than as set forth in this Agreement.



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

July 21, 2017

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

FN 20 17-312 PUBLIC WORKS WAYS & MEANS

Reviewed and Approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive Date 9/2/17

Re: Oneida County Water Pollution Control Plant Headworks Upgrades Construction Phase Services (Contract C-6) Primary Settling Tanks and Disinfection Improvements Construction Phase Services (Contract C-7) Secondary Treatment Final Design and Bid Phase Services (Contract C-8) Work Order #33, Amendment 3

Dear County Executive Picente:

A detailed engineering evaluation of the Water Pollution Control Plant (WPCP) and the Sauquoit Creek Pumping Station (SCPS) was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on August 27, 2012. This was done in response to the requirements of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County. The evaluation, which was prepared as Work Order No. 12, expanded upon the preliminary capacity assessment of the WPCP that was performed under Work Order No. 5 in 2007. The timeline included with the evaluation identified construction of a new Sauquoit Creek Force Main (SCFM) and upgrades to the SCPS. The WPCP evaluation was approved by NYSDEC in November 2012.

Preliminary and final designs were prepared for the new Headworks Upgrades (Contract C-6) and the Primary Settling Tanks and Disinfection Improvements (Contract C-7), as well as the 60% Design of the Secondary Treatment Upgrades (Contract C-8) under Work Orders 33 and 33-Amendment No. 1. Under this currently proposed Work Order (Work Order 33, Amendment No. 3), construction management/administration, resident representation, startup/commissioning, and engineering services during construction will be provided for the construction phase of Contracts C-6 and C-7, and final design and bid phase services will be provided for C-8. The projected contractual work being managed with under this work order approaches \$130,000,000.

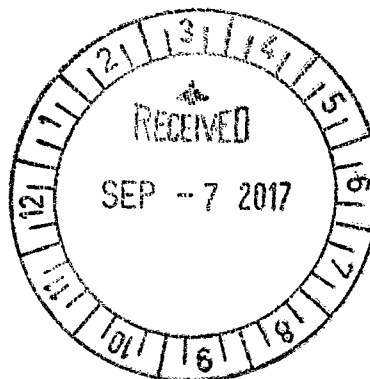
GHD has proposed Work Order #33, Amendment 3 in the amount of \$13,442,000 as the budget to accomplish the tasks listed above. Department staff has reviewed the work order amendment and found it to be acceptable, given the amount of contractual work it oversees. Funding for this work is provided by capital project HG-526.

I would appreciate consideration of this work order amendment by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you and the Board at your convenience, to discuss this request and explain the work order amendment in more detail.

Thank you for your consideration in this matter.

Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Signature of Steven P. Devan, P.E. Commissioner



Attachments: Contract Summary Sheet Six (6) copies of Work Order #33, Amendment 3

Competing Proposal   X    
Only Respondent             
Sole Source RFP             
Other           

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** GHD Consulting Services Inc.  
1 Remington Park Dr.  
Cazenovia, NY 13035

**Title of Activity or Service:** Work Order #33, Amendment 3  
Construction Phase Services (Contract C-6 and C-7)  
Primary Settling Tanks and Disinfection Improvements  
Construction Phase Services (Contract C-7)  
Secondary Treatment Final Design/Bid (Contract C-8)  
Work Order #33, Amendment 3

**Proposed Dates of Operation:** 2017-2021

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order will provide construction phase services for Contracts C-6, Headworks Upgrades, C-7, Primary Settling Tanks and Disinfection Improvements and C-8, Final Design/Bid Phase Services for Secondary Treatment Upgrades.

**2) Program/Service Objectives and Outcomes:** Produce the necessary construction phase services and bid /design services for the contracts listed.

**3) Program Design and Staffing:** GHD Consulting Services, Inc. and other members of the engineering team will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$13,442,000      **Account #:** HG-526

**Oneida County Dept. Funding Recommendation:** \$13,442,000

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come from borrowing money from the New York State Environmental Facilities Corporation.

**Cost Per Client Served:** \$122.20

**Past Performance Data:** GHD and the rest of the engineering team are providing similar construction phase services for the solids handling portion of the plant upgrades.

**O.C. Department Staff Comments:** The projected contractual work being managed with under this work order approaches \$130,000,000.

**AMENDMENT NO. 3 TO  
WORK ORDER 33  
JULY 20, 2017**

**WPCP HEADWORKS UPGRADES AND WPCP PRIMARY SETTLING TANKS AND  
DISINFECTION IMPROVEMENTS  
CONSTRUCTION PHASE SERVICES  
SECONDARY TREATMENT UPGRADES  
FINAL DESIGN AND BID PHASE SERVICES**

**CWSRF PROJECT NOS. C6-6070-08-04**

**I. PROJECT UNDERSTANDING**

A detailed engineering evaluation of the Water Pollution Control Plant (WPCP) and the Sauquoit Creek Pumping Station (SCPS) was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on August 27, 2012. This was done in response to the requirements of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the SCPS. The evaluation, which was prepared as Work Order No. 12, expanded upon the preliminary capacity assessment of the WPCP that was performed under Work Order No. 5 in 2007. The timeline included with the evaluation identified construction of a new Sauquoit Creek Force Main (SCFM) and upgrades to the SCPS. The WPCP evaluation was approved by NYSDEC in November 2012.

Preliminary and final designs were prepared for the new Headworks Upgrades (Contract C-6) and the Primary Settling Tanks and Disinfection Improvements (Contract C-7), as well as the 60% Design of the Secondary Treatment Upgrades (Contract C-8) under Work Orders 33 and 33-Amendment No. 1. Under this currently proposed Work Order (Work Order 33, Amendment No. 3), construction management/administration, resident representation, startup/ commissioning, and engineering services during construction will be provided for the construction phase of Contracts C-6 and C-7, and final design and bid phase services will be provided for C-8.

**II. CONSTRUCTION SERVICES APPROACH**

Construction of the Work Order 33 related components constitutes additional major construction projects of the entire program. The comprehensive construction program includes the new SCFM and upgrades to the SCPS, as well as the WPCP upgrades. Under Work Order 24, Amendment No. 2, the Solids Handling Upgrades project (C-2), the first major construction project, the services included, not only those specific to the Work Order, but also those to establish the organizational and management systems to support a program of this size over the full 6-year construction period (2016-2021). As the overall Program Managers, our Project Team has prepared a comprehensive Program Construction Management (PCM) approach for the entire 6-year construction period to assist the County with constructing and commissioning these significant upgrades. This approach provides the following features/advantages:

- overall Program Construction Manager providing a single source of responsibility (point of contact)
- a consistent approach across all projects/contracts in managing correspondence, submittals, RFIs, modifications, claims, and other project elements
- schedule management of both the overall Program, as well as those related to each individual project
- program-wide document control system to standardize and streamline project controls and communication
- program-wide cost tracking and control
- built-in coordination between the engineering design team, RPRs, and PCM staff
- establishment of Risk Management processes
- monitoring site logistics and coordination between individual projects and ongoing WPCP operations

**Work Order 33 – Amendment No. 3**  
**Contracts C-6 and C-7 Construction Phase and C-8 Final Design and Bid Phase Services**

- institutional knowledge through the continuity of the design team's involvement

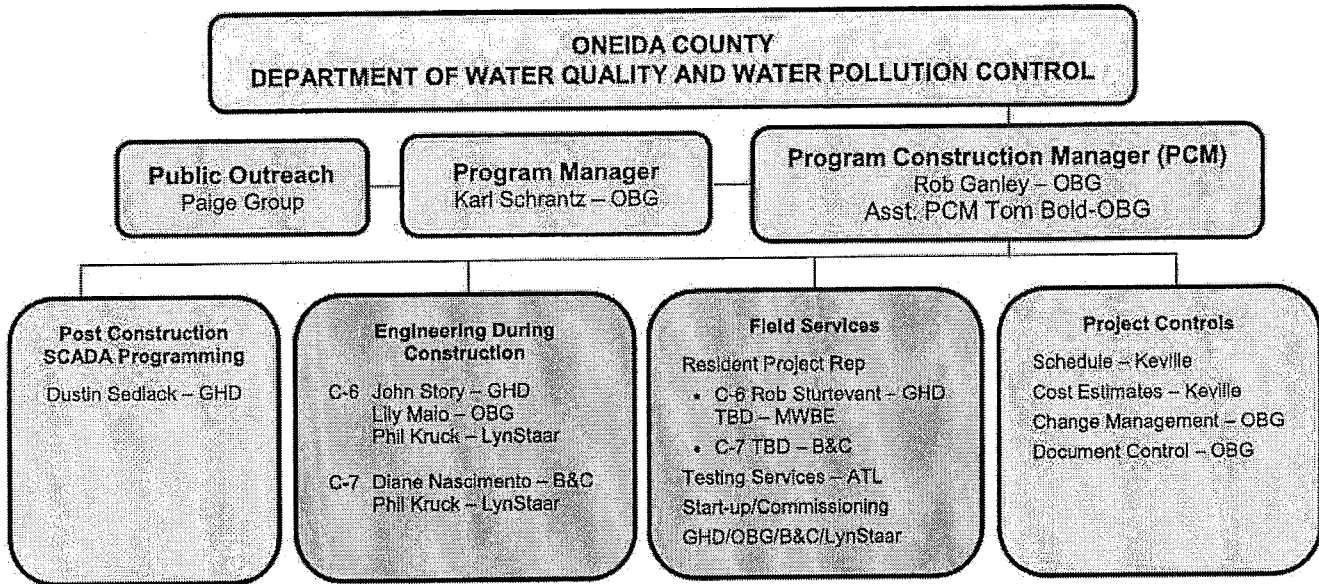
The following section presents the PCM organization structure and staffing, amended to include the Work Order 33 tasks, including individuals knowledgeable of the County's consent order compliance Program and experienced in construction management, engineering during construction services, and experienced resident site representatives. Subsequent to the Project Organization Section, is a comprehensive presentation of the construction phase Scope of Services, mainly following Engineers Joint Contract Document Committee (EJCDC) format, customized for this Program, similar to that adopted for Contracts C-2 and C-5, currently under construction.

The EJCDC language included in this proposed Work Order 33, Amendment No. 3 is similar to that EJCDC language included in the Contract Documents, which establishes the limits of responsibilities of the Engineer (on behalf of the Owner). Engineer's reviews of various submittals, certifications, payment requests, and schedules do not relieve the Contractor from completing the Work in accordance with the Contract Documents. None of the above put the Engineer (or Owner) in the position of supervising or directing the Contractor, nor putting them in control of the Work, including Contractor means and methods. However, the Engineer, by virtue of their scope of work with the Owner, is responsible for monitoring the Contractor's work, in accordance with the Contract Documents.

Work Order 24 Amendment 2 (C-2) included the initial establishment of the PCM function (such as Master Schedule development and Document Control setup), as well as the services specific to that Work Order. Subsequent Work Orders and/or amendments, such as that for Work Order 33, relative to the remaining upgrades to the WPCP, will include the appropriate level of increased PCM services, as well as those related to the specific project to be constructed.

**III. PROJECT ORGANIZATION**

The construction phase services, to include both the PCM and Work Order 33 services, is proposed to be organized as shown on the following diagram:



**Work Order 33 – Amendment No. 3**  
**Contracts C-6 and C-7 Construction Phase and C-8 Final Design and Bid Phase Services**

OBG will continue to serve as the PCM, as it is their role on Contracts C-2 and C-5, consistent with their role as overall Program Manager. This PCM role will focus on coordinating the overall Program construction activities, including those of this Work Order, as well as other construction activities at the SCPS/FM and WPCP. The PCM will proactively interface with the OCWPCF Commissioner and operations staff to understand operational issues associated with the construction.

As the Engineers of Record (Engineers) for the designs: GHD, OBG, and LynStaar for Contract C-6; and B&C, OBG, and LynStaar for Contract C-7, they will provide Engineering Services during Construction for their respective designs. In this role, they will determine that the construction of the projects is consistent with the Construction Contract Documents. As the lead design engineer of the electrical portion of the Contracts, LynStaar will assist in this role. The Engineers will provide assistance to OBG during construction for all matters related to the design.

GHD's role during construction of both Contracts (C-6 and C-7) will include the post construction phase services of overall SCADA programming, consistent with their role for the overall Program. Engineering during Construction and SCADA Programming services are outlined in more detail in the Scope of Services section of this Work Order Amendment.

For this Work Order, Field Services assume two (2) full-time Resident Project Representatives (RPRs) for the 32-month construction duration anticipated for the Headworks Upgrades (C-6) and one (1) full-time RPR for the 50-month project duration, and one (1) full-time for 36 months for the Primary Settling Tanks and Disinfection (C-7) construction. A subcontracted testing firm (likely Atlantic Testing Laboratories) will provide the Owner's required materials testing during construction for each contract. The prime Contractors will also be responsible to hire their own independent testing firm, as required during construction, as specified in the Contract Documents. A dedicated startup and commissioning team will work with the Contractors, PCM, Engineering and RPR staff on the two contracts, to efficiently and effectively place equipment components and systems into service.

Project Controls will be a function of the PCM/Engineer, who will work closely to manage scheduling, cost estimating/change management, and document control.

#### **IV. SCOPE OF SERVICES**

The following Scope of Services is adapted in part from the Engineers Joint Construction Documents Council (EJCDC), Document No. E-500, "Agreement between Owner and Engineer for Professional Services, Exhibit A," customized to reflect the County's Program needs. As previously indicated, the EJCDC language included in the proposed Work Order 33, Amendment No. 3 is similar to that EJCDC language included in the Contract Documents, which establishes the limits of responsibilities of the Engineer (on behalf of the Owner). Engineer's reviews of various submittals, certifications, payment requests, and schedules do not relieve the Contractor from completing the Work in accordance with the Contract Documents. None of the above put the Engineer, PCM (or Owner) in the position of supervising or directing the Contractor, nor putting them in control of the Work, including Contractor means and methods. However, the Engineer and the PCM, by virtue of their scope of work with the Owner, are responsible for monitoring the Contractor's work, in accordance with the Contract Documents.

Throughout this document, the term "Engineer" is used to refer to the Work Order 33 design team of B&C, GHD, OBG, and/or LynStaar. In addition, the term PCM refers to the Program Construction Management Team, which includes the entire Team or PCM task-specific members, Engineer, and RPRs. The PCM Team provides singular, unit responsibility for conducting the tasks defined in this Amendment. Throughout the document, Oneida County is referred to as "the Owner."

The Scope of Services is based upon the following:

1. Establishment of the PCM structure and associated management systems related to Contracts C-6 and C-7.
2. Assumed on-site construction duration of 32 months for Contract C-6 and 50 months for Contract C-7.
3. The two projects will be constructed with multiple prime contracts:

**Work Order 33 – Amendment No. 3**  
**Contracts C-6 and C-7 Construction Phase and C-8 Final Design and Bid Phase Services**

- General
- Electrical
- HVAC
- Plumbing

**A. Program Construction Management (PCM).**

1. This task allows for the management, administration, and coordination of the work efforts for construction phase services. Included in this task is the appropriate coordination with Oneida County and engineering team members, management of the project, monitoring of budget and schedule, cost control, and administrative assistance to the Commissioner on an as-needed basis.
2. The PCM will oversee and coordinate the engineering efforts of the Project Team during construction. The PCM will be responsible for working with the various Contractors in coordinating their construction activities associated with this Work Order with other planned construction activities.
3. Specific duties of the PCM during construction include:
  - a. Delegate shop drawing review to the appropriate personnel. Shop drawing review will be conducted by the Engineering team members who were involved during the design phase of the item being reviewed. The PCM, utilizing the document control software, will maintain the overall shop drawing log, broken down by contract. Regarding Electronic Transmittal Protocols, the Construction Contract Documents will specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, utilizing a secure Document Control Software System. Configuration and implementation of the Document Control Software System will be developed together with Owner and Engineer jointly for such protocols for transmittals between and among Owner, Contractor, Engineer, and PCM during the Construction Phase and Post-Construction Phase.
  - b. Review initial schedules submitted by individual Contractors for the Work Order 33 contracts and prepare a project Baseline Schedule for both Contracts C-6 and C-7. Considering the progress of work to date on existing contracts, we believe that preparing a Master Schedule is not necessary and is therefore not included in this Scope of Work. Review Contractors' monthly updates to the Work Order 33 construction contracts schedules and update the project Baseline Schedule. Observe construction progress and report deviations from the schedules which will jeopardize job progress. Work with the Contractors to develop recovery plans as necessary. Update the Baseline Schedule as appropriate to incorporate such activities and dates.
  - c. Applications for Payment: Based on PCM, Engineer, and RPR observations as experienced and qualified professionals and on review of Applications for Payment and accompanying supporting documentation:
    - 1) Determine the amounts that PCM recommends Contractors be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute PCM's representation to Owner, based on such observations and review by the Engineer and RPR, that, to the best of PCM's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled. In the case of unit price Work, PCM's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).



**Work Order 33 – Amendment No. 3**  
**Contracts C-6 and C-7 Construction Phase and C-8 Final Design and Bid Phase Services**

- 2) By recommending payment, the PCM will not thereby be deemed to have represented that observations made by the PCM to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to the PCM in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- d. Assist the RPRs for the various construction projects to:
- 1) Observe Work in progress for conformance with plans and specifications and report and track defects and deficiencies.
  - 2) Coordinate the work of separate testing agencies engaged by Owner.  
  
Assist in the selection of independent testing agencies. Coordinate their work, review their reports and make recommendations regarding their findings. Selection of Independent Testing Laboratory: Through the PCM, the Owner will provide the services of an independent testing laboratory to perform the required inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractors), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner will provide the PCM with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor. The PCM will assist the Owner in the selection of an independent testing laboratory to perform such services.
  - 3) Maintain a complete and current record of Project contracts, drawings and specifications, progress photos, testing and inspection reports, etc. Maintain a file of Project correspondence, directives, and meeting minutes. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
  - 4) Coordinate site access, temporary office space, and material and equipment staging areas with the various Contractors. Review regularly with the Owner to minimize disruption to the ongoing operations and maintenance of the WPCP during construction.
- e. Coordinate and chair regular job site meetings with Owner, Contractor representatives, and Engineer's team as appropriate; discuss job progress, track and record key actions and decisions and prepare and/or review meeting notes as required.
- f. Identify and attempt to facilitate the resolution of construction issues/disputes as they arise and prior to engagement of legal counsel and prior to invoking the "Dispute Resolution Clause of the Construction Contract" by the involved parties to handle the matter.
- g. Support the Owner in the defense and resolution of any claims related to the Project. Assemble and analyze data as required for such defense. Assistance related to claims that advance to litigation, if desired by Owner, will be supported under additional authorization.
- h. Develop and implement a system for the preparation, review, and processing of construction change directives and change orders. Estimate the cost of change orders and negotiate them with the Contractors on behalf of the Owner.

**Work Order 33 – Amendment No. 3**

**Contracts C-6 and C-7 Construction Phase and C-8 Final Design and Bid Phase Services**

- i. In collaboration with the Contractors, Engineers, and RPRs, develop a schedule of close-out activities, including punch lists, equipment testing, start-up procedures, and occupancy. Incorporate such schedule into the Master Schedule and distribute it to Project team members as appropriate.
  - j. Together with the RPRs, schedule and direct inspections to develop punch lists. Establish dates of Substantial and Final Completion. Monitor and confirm Contractor compliance with the facilities turnover requirements.
4. Specific duties of the PCM during the post-construction period include:
- a. Coordinate, catalogue, and confirm delivery to Owner of keys, manuals, warranties, Record Drawings, plans and specifications, lien releases, spare parts, etc. Contractor's Completion Documents: Receive from Contractor, and together with the Engineer, review and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of the PCM's review of record documents will be to check that Contractor has submitted all pages.
  - b. Work with the Contractors to monitor the completion of punch list items and to finalize outstanding changes in their scope of work. Verify the payment of retainages.
  - c. Schedule and monitor product and equipment demonstrations and training. Monitor initial start-up and testing of systems to confirm compliance with specifications.
  - d. Coordinate performance of corrective and warranty work.

**B. Engineering Services During Construction.**

1. **Conformed Contract Documents.** Prepare updated documents for construction purposes that incorporate and integrate the content of all Addenda and any amendments that were agreed upon prior to issuance of Notice of Award.
2. **Pre-Construction Conference.** Participate in a pre-construction conference prior to commencement of Work at the Site.
3. **Schedules.** Review the acceptability of the schedules that Contractors are required to submit, including the Baseline Construction Schedule and Monthly Schedule Updates.
4. **Visits to Site and Observation of Construction.** In connection with observations of Contractors' Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer and RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to PCM or Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer together with the PCM will keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the RPR, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the

**Work Order 33 – Amendment No. 3**

**Contracts C-6 and C-7 Construction Phase and C-8 Final Design and Bid Phase Services**

Construction Phase, and in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents.

5. **Defective Work.** Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCM and Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
6. **Compatibility with Design Concept.** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCM and Owner of such incompatibility, and provide recommendations for addressing such Work.
7. **Clarifications and Interpretations.** Accept from Contractor and PCM submittal of all matters in question concerning the requirements of the Construction Contract Documents [sometimes referred to as requests for information or interpretation (RFIs)], or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
8. **Field Orders.** Engineer may prepare Field Orders, to be issued by the PCM, requiring minor changes in the Work.
9. **Change Orders and Work Change Directives.** Recommend Change Orders and Work Change Directives to PCM and Owner, as appropriate, and assist in preparing Change Orders and Work Change Directives as required.
10. **Differing Site Conditions.** Respond to PCM regarding any notice from Contractor of differing site conditions, including conditions relating to underground facilities, such as utilities and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for PCM's and Owner's use.
11. **Shop Drawings, Samples, and Other Submittals.** Review and approve, or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
12. **Substitutes and "Or-Equal."** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. (This is part of shop submittal task.)
13. **Inspections and Tests.** (This is part of submittal and site visit tasks.)
  - a. Receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents.
  - b. As deemed reasonably necessary, request of the PCM that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, through the PCM, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

**14. Change Proposals and Claims.**

- a. In conjunction with the PCM, Engineer will review and respond to Change Proposals. Engineer will review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, recommend to the PCM denial of the Change Proposal in whole, approval of it in whole, or denial in part and approval in part. As the single point of contact on all Contracts, the PCM will issue written response to all Change Proposals. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then the PCM will notify the parties that the Engineer will not resolve the Change Proposal. Notification will include a brief summary basis for that determination.
- b. Provide information or data to the PCM, Owner regarding engineering or technical matters pertaining to Claims. (This is part of RFI and change order tasks.)

**15. Substantial Completion.** Promptly after notice from the PCM that Contractor considers the entire Work ready for its intended use, the Engineer, in company with the PCM, RPR, Owner, and Contractor, visit the Site to review the Work and determine the status of completion. The Engineer will follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. The Engineer will assist the PCM and the Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion. (This is part of site visit task.)

**16. Final Notice of Acceptability of the Work.** The Engineer and the PCM will conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing to the PCM, final payment to Contractor. Accompanying the recommendation for final payment, Engineer will also provide a notice to the PCM, the Owner and Contractor in a form acceptable to the Owner ("Notice of Acceptability of Work") that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement. (This is part of site visit task.)

**17. Standards for Certain Construction-Phase Decisions.** Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work.

**18. Duration of Construction Phase.** The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by PCM and Engineer for final payment to Contractors. Since the Project involves more than one prime contract, the Construction Phase services may be rendered at different times in respect to the separate contracts.

**C. Resident Project Representative (RPR).** Provide the services of an RPR (or RPRs) at the Site to assist the PCM and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify the PCM or Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

**D. Post-Construction Phase.**

1. Together with PCM and the Owner, the Engineer will visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist the PCM and Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with the PCM and Owner, the Engineer will visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective, and therefore, subject to correction by Contractor.

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3. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Agreement, will terminate 12 months after the commencement of the Construction Contract's correction period.
4. The Contractor will provide, for Engineer's review, a draft Operations and Maintenance Manual for each major equipment item. Engineer will provide comments to the Contractor prior to Contractor submission of a paper copy of the final O&M Manual for each equipment item. The Engineer will compile O&M manuals submitted by Contractor to prepare an overall Operations and Maintenance Manual for Contracts C-6 and C-7. The manual will be subdivided by major process equipment. At a minimum the manual will include:
  - a. Flow schematics.
  - b. "Nameplate" design data including number of units, capacity, motor horsepower, manufacturer/model, etc.
  - c. Operation and control descriptions (functional description of major equipment in narrative format). Descriptions will include functionality in the manual and/or automatic modes, as applicable.
  - d. Startup procedures.
  - e. Routine troubleshooting.
  - f. Alarms and remedial actions.
  - g. Other operations/maintenance information necessary for individual equipment items necessary for WPCP operators.
  - h. Three (3) paper copies of the Operations and Maintenance Manual, along with one electronic (PDF) copy of the manual will be provided. Paper copies will be bound in a three-ring binder.
5. The Engineer will assist the PCM and Owner during the one-year warranty period following issuance of substantial completion to the Contractor. These services may include, but are not limited to:
  - a. Assist in coordinating between the PCM, the Contractor, and/or equipment suppliers for operational or maintenance issues that arise during the one-year warranty period. In conjunction with the PCM, ensure proper remedial action is provided by the Contractor.
  - b. Assist the PCM in coordinating with Contractor, Owner, and equipment suppliers to verify proper start-up services are provided for major pieces of equipment.
  - c. Assist the PCM in coordinating with the Contractor, Owner, and equipment suppliers to verify proper training is provided on major pieces of equipment.
  - d. Obtain required manufacturer startup reports.
  - e. Obtain specified extended warranties.
6. The Engineer will prepare Record Drawings in the form of updated conformed CADD files based on Contractor and RPR "as built" documentation. The PCM will furnish the Record Drawings to the Owner.

**E. Startup/Commissioning.**

1. The PCM will designate a Commissioning Agent to perform the following start-up and commissioning activities during construction of the C-6 and C-7 Contracts:

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**a. Document Preparation.**

- 1) Prepare a Commissioning Plan document outlining the organization, schedule, responsibilities, and documentation requirements of the commissioning process.
- 2) Prepare Installation Commissioning (IC), Operational Commissioning (OC), and Performance Commissioning (PC) documents (i.e., protocols, checklists, etc.).
- 3) Create and maintain supporting documentation filing system.
- 4) Prepare final commissioning summary report.
- 5) Compile documentation of operator training, in accordance with the contract documents.
- 6) Track items of non-conformance to satisfactory resolution.

**b. Commissioning Meetings.** Conduct commissioning team meetings during construction. Commissioning meetings are in addition to regular progress and coordination meetings.

- 1) Create and maintain a rolling schedule for commissioning meetings.
- 2) Attend meetings commencing prior to and through completion of commissioning activities.
- 3) Meeting attendance will be mandatory for representatives of all prime Contractors, Owner, Engineer and PCM.
- 4) Commissioning meetings will be held at the WPCP site.
- 5) Prepare and distribute meeting notes and tracking of open issues and action items.

**c. Installation Commissioning (IC) and Operational Commissioning (OC) Execution.**

- 1) Coordinate with PCM and Contractors regarding staging and preparation for inspection and operational testing.
- 2) Coordinate with Contractors regarding manufacturer's onsite inspection and start-up activities in support of commissioning.
- 3) Record and track non-conformance items.
- 4) Provide commissioning status updates to the commissioning team.
- 5) Engage Owner's personnel in commissioning activities.
- 6) Coordinate field commissioning services to be performed by RPR personnel.

**d. Performance Commissioning (PC) Execution.**

- 1) Perform activities designed to verify performance of the complete facility in an integrated fashion over a wide range of potential operating conditions.
- 2) Track analytical acceptance testing to be performed.
- 3) Coordinate phased system start-up.

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2. The Contract Documents will have a Commissioning Specification that will inform Contractors of the roles and responsibilities during facilities commissioning, including items such as the following:
  - a. Contractors shall be responsible for startup and commissioning of all equipment in accordance with the Contract Documents. The Contractors shall submit a functional testing plan at least 30 days prior to the startup of each piece of equipment.
  - b. The Commissioning Agent and Engineer will review the functional testing plan and provide a written approval, denial, and applicable comments.
  - c. The Contractors shall prepare a system delivery plan defining each system to be independently delivered to the Owner. The Contractors' plan shall include the schedule for preliminary, testing, functional testing, demonstration testing and startup. The PCM shall incorporate such plans into the overall construction schedule.
  - d. The Contractors shall perform the following activities, in the order listed below, to be witnessed by the Commissioning Agent, PCM, Engineer, and Owner:
    - 1) Preliminary Field Test – To demonstrate that equipment is properly installed and ready for operation.
    - 2) Functional Test – Field test to demonstrate successful operation and performance of equipment in all intended modes of operation, including remote operation.
    - 3) System Demonstration Test – Continuous successful operation of a System in its entirety utilizing a testing fluid prescribed by the Owner for seven (7) consecutive days prior to startup.
    - 4) Startup – Continuous successful online operation of a System in its entirety utilizing actual process fluid and at actual service conditions for seven (7) consecutive days prior to delivery of that System to the Owner.
  - e. Engineer will approve all testing activities listed above prior to commencing the next activity.
  - f. A tagging or similar system will be provided by the Contractors and used by the Commissioning Agent to document testing and startup procedures.
    - Yellow Tag – Preliminary Field Test Complete
    - Red Tag – Functional Testing Complete
    - Blue Tag – Successful Completion of Startup
  - g. Tags will be signed and dated by the Commissioning Agent upon acceptance and shall remain attached to the item until ordered removed by the Commissioning Agent.
  - h. At least 14 days prior to the start of each System Demonstration Test, Contractors shall conduct a meeting with the Commissioning Agent, Owner, PCM, and Engineer to review testing plans, finalize testing procedures, verify status of associated equipment and prerequisites, and coordinate all aspects of the System Demonstration Testing and Startup.

**F. Training.** The PCM will work closely with the Contractors to ensure the proper training is provided, including monitoring compliance with the following requirements of the Contract Documents:

1. The Contractor shall be responsible to provide training by qualified, factory trained, operations and maintenance personnel to instruct the Owner in proper care, operation, and maintenance of equipment.
2. At a minimum, Contractor provided training shall include:

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- Theory of Operation
  - Actual Operation
  - Mechanical Maintenance
  - Electrical Maintenance
  - Instrumentation and Alarms
  - Optimization of Operation
  - Operation of Safety Devices
  - Troubleshooting
  - Demonstration of Equipment Startup Procedures, Operating, and Shutdown Procedures
3. Contractors shall provide a schedule of training activities for review and approval by the Engineer and PCM. PCM shall incorporate training schedule into overall construction schedule.
  4. Contractors shall provide a written report for each training session for review and approval by the PCM, Owner, and Engineer.
  5. Contractors shall provide one (1) digital DVD recording of each training session.

**G. SCADA Programming.**

1. **Deliverables.** The Engineer, through the PCM, will provide the following deliverables for the control systems designed by the Engineer under Work Order 33:
  - Complete and Annotated Programmable Logic Controller (PLC)
  - Complete and Annotated Supervisory Software Development
  - Specific Ancillary Software Programming
  - Preliminary Testing
  - Startup/Commissioning
  - Software Training
2. **PLC Development.** The Engineer will develop the PLC programs for the complete control system as shown on the bid set of Contract Documents. These PLC's include:

The above PLCs will be programmed by the Engineer. The logic will be based on the control system descriptions specified in Section 17900 of the Contract Specifications.
3. **Packaged Control Systems.** This project includes multiple PLC-based control systems that are specified in the Contract Documents to be performance-based systems. The supplying manufacturer, or OEM, is responsible for programming the supplied PLC(s) and Operator Interface Terminals (OITs) accompanying the respective packaged control system. While the respective OEM is responsible for the performance and extent of automation of their system, the Engineer will integrate data obtained from each OEM system into the plant's new supervisory application.
4. **Supervisory Software Development.** The Engineer will configure the supervisory software, which includes database development, graphics development, alarming, data logging/historization, and report development at the Sauquoit pumping station. The supervisory software program will be Wonderware System Platform and will be furnished by the Contractor. As with the PLC program, a preliminary configuration will be developed for review and approval by the Engineer and Owner. Revisions will be implemented into the supervisory configuration, based on the preliminary review comments, and a final configuration will be developed. Also,



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as with the PLC programming, a close relationship with the Owner and the Engineer will be necessary to provide configuration of the supervisory system during this phase.

5. **Ancillary Software.** One (1) licensed copy of reporting software and one (1) licensed copy of a software-based auto dialer program will be supplied by the Contractor. The Engineer will configure the reporting software to generate up to two (2) reports. Report content and format will be coordinated with the Owner during construction. Reporting software will be SyTech XLReporter. The Engineer will configure the software-based auto dialer program to notify the Owner personnel of up to 100 alarms via cell phone, text messaging, or email notification, as selected by the Owner. Alarms, contact information, alarm priority, and alarm voice message will be coordinated with the Owner during construction.
6. **Preliminary Testing.** The Engineer will perform in-house simulation of PLC and supervisory programs to validate programs are ready for onsite deployment. Upon confirmation by the PCM that all point-to-point testing required in the Contract Documents has been fully and successfully demonstrated by the Contractor, the Engineer will commit to a startup schedule for the confirmed system(s).
7. The Engineer will perform the field testing of the control system for each process. Site visits will be based on the progress of construction and the needs of individual systems. The Engineer will assist the project team in verification and startup of the PLCs and supervisory software programmed by the Engineer. The Engineer will provide programming to facilitate monitoring and control as designed, which includes tuning of the programs to resolve nuisance operation incurred by the PLC or supervisory programs.
8. The Engineer will provide the operations staff training on use of the supervisory software, reporting software, and software-based dialer software. Two (2) hours of training for each Contract will be provided to the operations staff. Training on use of the OEM systems will be provided by the respective OEM.

**H. Advanced Secondary Treatment Upgrades (Contract C-8) Final Design and Bid Phase Services Scope**

1. Advance design from 60% to 100% design for secondary treatment process improvements, which include upgrades to equipment and processes which are nearing the end of their useful service life, but do not require an increase in capacity for CSO and SSO mitigation. Preliminary and 60% designs prepared under Work Order No. 33 and No. 33.1, respectively, include replacement or modification of the following: new aeration blowers and diffusers, replacement of gates at the final settling tanks, replacement of final settling tank mechanisms and drives, and replacement of various valves at the final settling tanks. Advancement from 60% to 100% design for these secondary process improvements is expected to include:
  - a. **New Aeration Blowers.**
    - 1) Four (4) new 350 hp aeration blowers, with filters, individual blow offs and silencers, necessary appurtenances, and sound enclosures
    - 2) New remote controlled discharge valving.
    - 3) Electrical modification for new 480 V blowers with VFD control system.
    - 4) Local and remote control.
    - 5) Tie to upgraded SCADA system.
    - 6) New filter room louver designed to minimize impact from snow drift.
  - b. **New Aeration Diffusers and Gates at the Aeration Tanks.**
    - 1) New membrane disc diffuser system including SSTL drop pipes and pipe supports, as well as pre-assembled PVC manifold and lateral pipes with membranes. Local and remote control.

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- 2) Tie to upgraded SCADA system.
  - 3) Two 20" slide gates
  - 4) Twelve 36"x42" slide gates
- c. Replacement of Gates at the Final Settling Tanks.**
- 1) Various modifications and replacement of sluice gates and slide gates.
  - 2) Twenty-four 24" slide gates
  - 3) Two 48"x36" sluice gates
  - 4) Three 12" slide gates
  - 5) Three 48" sluice gates
  - 6) Two 36" sluice gates
  - 7) One 16" slide gate
  - 8) Two 30" slide gates
  - 9) Two 54" sluice gates
- d. Replacement of Final Settling Tank Mechanisms and Drives.**
- 1) New sludge collector mechanisms including twenty-four (24) 4 shaft front bay collectors, twenty-four (24) 3 shaft back bay collectors, and eight (8) cross collectors complete with chains, sprockets, shafts, flights, wear strips and shoes, return rails.
  - 2) Replacement of thirty-two (32) drives with fifty six (56) new drives, one for each collector mechanism.
  - 3) Replacement of existing scum pipes with twenty-four (24) motor operated scum pipes.
  - 4) Replacement of effluent weirs.
  - 5) Local and remote control.
  - 6) Tie to upgraded SCADA system.
- e. Replacement of Various Valves at the Final Settling Tanks.**
- 1) One 10" knife gate valve
  - 2) One 14" knife gate valve
  - 3) Three 20" knife gate valves
  - 4) Eight 20" telescoping valves
  - 5) Eight 20" eccentric plug valves

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**f. Return Activated Sludge (RAS) Pumping System.**

- 1) Evaluate RAS System and prepare 100% design of system replacement
- 2) System design will include upgrades to the influent and effluent piping, valves, RAS pumps, and system controls

**g. Electrical Work.** The scope of the C-8 electrical design includes not only the Blower Building, aeration system, and final clarifier equipment, but the completion of all the other electrical projects that were not included in previous contracts due to phasing.

**2. The following tasks will be performed by the Engineering Team:**

- a. Meet with the County at approximately monthly intervals to review progress toward the final design. Comments and input from the County will be incorporated into the plans and specifications.
- b. Progress components of the preliminary design and 60% design (prepared during Work Order No. 33 and 33.1) to 100% design. 100% documents will include specifications and detailed drawings depicting approved comments from the preliminary and 60% design deliverables. Final documents will be submitted to NYSDEC for their review and approval.

*Task Leader for Scope of Services Task H: OBG*  
*Electrical Design for Scope of Services Task H:LS*

**I. Bid Phase Services (C-8).**

1. Provide Bidding Documents per Contract and assist the County with uploading project information to the bidding website.
2. Attend and facilitate one (1) pre-bid meeting.
3. Prepare and issue necessary addenda based on regulatory agency or contractor questions or comments.
4. Attend one (1) bid opening.
5. Review bids, prepare a tabulation of bids, and provide a recommendation of award to the lowest responsible bidder.

**J. Asset Management**

As the result of the initial workshop held in 2016 at the Oneida County WPCP, it was clear that the original plan needed to change to focus on more of the needs of the plant staff than a generic asset management framework. Therefore, the following Asset Management Scope will replace that described in WO #33-1:

1. Develop an Asset Management document for assets valued at more than \$50,000 (paper copy) to fulfill the requirements of the Order on Consent.
2. Develop an asset register for all major assets at the plant.
3. Meet with key personnel at the County to define expectations and vision for the Computerized Maintenance Management System (CMMS).
4. Work with the County to pre-qualify and select a CMMS system. Potentially expand upon the Lucity system currently in place for the Collection System.

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5. Implement and training on the CMMS with a focus on practical use by typical operators and maintenance personnel (i.e., inventory control and work orders).

**K. Additional Services Requiring Owner's Written Authorization.**

1. If authorized in writing by Owner, Engineer will provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for separately by Owner.
2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in this Scope of Services.
6. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
7. Providing renderings or models for Owner's use, including services in support of building information modelling or civil integrated management.
8. Undertaking investigations and studies including, but not limited to:
  - a. Detailed consideration of operations, maintenance, and overhead expenses:
  - b. The preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities.
  - c. Preparation of appraisals.
  - d. Evaluating processes available for licensing and assisting Owner in obtaining process licensing.
  - e. Detailed quantity surveys of materials, equipment, and labor.
  - f. Audits or inventories required in connection with construction performed or furnished by Owner.
9. Furnishing services of Consultants for other than Basic Services.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified.

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- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required elsewhere in this Scope of Services.

**L. Additional Services Not Requiring Owner's Written Authorization.**

- 1. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
- 2. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
- 3. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
- 4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- 5. Additional or extended services arising from (a) the presence at the Site of any contamination or constituents of concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
- 6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
- 7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
- 8. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by Federal, State, or local safety authorities for similar construction sites.

**V. SCHEDULE**

The Engineering Team will complete the work outlined above according to the construction schedule submitted by the Contractors. We anticipate the construction phase to last approximately 32 months for Headworks Upgrade (C-6) and 50 months for Preliminary Settling Tanks and Disinfection (C-7) from issuance of Notice to Proceed to the Contractors, with an additional 12 months of Contractors post construction warranty period.

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**VI. COMPENSATION**

- A. The Owner will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for Work Order 33, Amendment No. 3, Scope of Services outlined in Section IV is \$13,442,000 and as indicated in Tables 1 and 2.
- B. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation. An allowance of \$400,000 is included to fund Additional Services authorized by Owner that may be encountered. Billing will be in accordance with Paragraph VI.A, above. The actual cost will be based on the hours and documented expenses required to provide those services in accordance with Attachment A.

**VII. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Amendment No. 3 to Work Order No. 33 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007 between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

**VIII. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS**

GHD Consulting Services Inc. will comply with the applicable provisions of "Required Terms for Project Contracts and Subcontracts" as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers (effective date October 1, 2016), as prepared by the New York State Environmental Facilities Corporation. Refer to Attachment B.

**IX. ATTACHMENTS**

The following attachments are made part of this Work Order 33, Amendment No. 3:

- Exhibit D – Duties, Responsibilities, and Limitations of Authority of Resident Project Representatives.
- Tables 1 and 2 – Work Order 33, Amendment No. 3 – Fee Estimate
- Attachment A – Rate Schedule
- Attachment B – Required Contract Language

This work order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

CONSULTANT:

**GHD CONSULTING SERVICES INC**

By: Howard B. LaFever  
Howard B. LaFever, P.E.

Title: Associate

Date: 9/5/17

CLIENT:

**COUNTY OF ONEIDA**

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

Title: County Executive

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

## Exhibit D

### Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Work Order 33, Amendment No. 3 is supplemented to include the following agreement of the parties:

#### **Resident Project Representative**

- A. A Resident Project Representative (RPR) will be provided under this Work Order amendment to assist the PCM and Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree if conditions warrant. RPR is the PCM's and Engineer's representative at the project site, will act as directed by and under the supervision of the PCM.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, PCM and Engineer will endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, the PCM and Engineer will not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor will the PCM (including the RPR), nor the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any type of work in progress, for the coordination of the Contractors' work or schedules, or for any failure of any Contractors to comply with Laws and Regulations applicable to the performing and furnishing of its work. The PCM, the RPR and Engineer neither guarantee the performances of any Contractors, nor assumes responsibility for any Contractors' failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
1. **General.** RPR's dealings in matters pertaining to the Work in general will be with PCM and Contractors. RPR's dealings with Subcontractors will only be through or with the full knowledge and approval of Contractors. RPR will generally communicate with Owner only with the knowledge of and under the direction of PCM.
  2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractors and consult with PCM and Engineer concerning acceptability of such schedules.
  3. **Conferences and Meetings.** Attend meetings with Contractors, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractors' safety meetings), and as appropriate prepare and circulate copies of notes thereof.
  4. **Safety Compliance.** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Project site.
  5. **Liaison.**
    - a. Serve as PCMs liaison with Contractors. Working principally through Contractors' authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
    - b. Assist PCM in serving as Owner's liaison with Contractors when Contractors' operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

## Exhibit D

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

6. **Clarifications and Interpretations.** Receive from Contractors submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to PCM regarding such RFIs. Report to PCM when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractors RFI or otherwise. Transmit PCM's clarifications, interpretations, and decisions to Contractors.
7. **Shop Drawings and Samples.**
  - a. Review the date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractors, and notify PCM of availability of Samples for examination.
  - c. Advise PCM and Contractors of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or PCM.
8. **Proposed Modifications.** Consider and evaluate Contractors' suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to PCM and Engineer. Transmit Engineer's response (if any) to such suggestions to Contractors upon concurrence of the PCM.
9. **Review of Work; Defective Work.**
  - a. Report to PCM and Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform PCM and Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to PCM and Engineer for addressing such Work.
  - c. Advise PCM and Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. **Inspections, Tests, and System Start-Ups.**
  - a. Consult with PCM and Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractors maintain adequate records thereof.
  - c. Observe, record, and report to PCM and Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Observe whether Contractors have arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.



## Exhibit D

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to PCM.
- 11. Records.**
- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawings and Sample submittals, and other Project-related documents.
  - b. Maintain a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Prepare a daily field report for distribution to the PCM and Engineer summarizing the above information. Store appropriate information in the project document control system.
  - c. Upon request from Owner, photograph or video Work in progress or Site conditions.
  - d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - e. Maintain records for use in preparing Project documentation, including a set of Record Drawings.
  - f. Upon completion of the Work, furnish original set of all RPR Project documentation to PCM.
- 12. Reports.**
- a. Furnish to PCM periodic reports as required of progress of the Work and of Contractors' compliance with the Construction Schedule and schedule of Shop Drawings and Sample submittals.
  - b. Draft and recommend to PCM and Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractors.
  - c. Furnish to PCM and Engineer and Owner copies of all inspection, test, and system start-up reports. PCM will coordinate distribution to Engineer, Owner, and other appropriate parties.
  - d. Immediately inform PCM and Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- 13. Payment Requests.** Review applications for payment with Contractors for compliance with the established procedure for their submission and forward with recommendations to PCM and Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 14. Certificates, Operation and Maintenance Manuals.** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractors are applicable to the items actually installed and

**Exhibit D**

**Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

in accordance with the Contract Documents, and have these documents delivered to the PCM and Engineer for review and forwarding to Owner prior to payment for that part of the Work.

**15. Completion.**

- a. Participate in PCM and Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction to the PCM and Engineer.
- b. Participate in PCM and Engineer's visit to the Site in the company of Owner and Contractors, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractors.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to the PCM and Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

**D. Resident Project Representative will not:**

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of PCM or Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractors, Subcontractors, or Suppliers, or any Contractor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractors or any other contractor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractors.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by PCM.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractors.
8. Authorize Owner to occupy the Project in whole or in part.





**WPCP Headworks Upgrades and WPCP Primary Settling Tanks and  
Disinfection Improvements Construction Phase Services**

**Secondary Treatment Upgrades Final Design and Bid Phase Services**

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2021:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Program Construction Manager	\$223.00
Project Manager 2	\$204.00
Project Manager 1	\$178.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$164.00
Architect/Engineer/Scientist 3	\$146.00
Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$97.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$84.00
Engineering Technician 1	\$72.00
Plant Operations Manager 1	\$146.00
Plant Operator 3	\$90.00
Plant Operator 2	\$76.00
Plant Operator 1	\$64.00
Const Mgt Prof/Estimator 3	\$130.00
Const Mgt Prof/Estimator 2	\$104.00
Const Mgt Prof/Estimator 1	\$90.00
Intern	\$41.00
Administrative Assistant	\$70.00

**1.2 Non-Salary Expenses and Outside Services Attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2021:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;

- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**2.0 GHD CONSULTING SERVICES INC.**

**2.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2021:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$239.00
Senior Associate	\$225.00
Associate	\$190.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$160.00
Project Engineer III	\$155.00
Project Engineer II	\$135.00
Project Engineer I	\$125.00
Engineer/Scientist II	\$115.00
Engineer/Scientist I	\$101.00
Architect	\$120.00
Managing Designer	\$155.00
Senior Designer	\$120.00
Designer	\$110.00
Junior Designer	\$96.00
Senior Drafter	\$90.00
Drafter	\$78.00
Technician	\$59.00
Senior Construction Project Representative	\$118.00
Construction Project Representative	\$113.00
Field Technician	\$59.00
Secretarial/Word Processing	\$74.00

**2.2 Non-Salary Expenses and Outside Services Attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2021:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Not used.
- 2.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;

- 2.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.9 The actual cost of premiums paid on overtime worked.

**3.0 BROWN AND CALDWELL ASSOCIATES**

**3.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2021:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$237.00
Associate/Managing Engineer	\$210.00
Supervising Engineer	\$187.00
Principal Engineer	\$179.00
Managing Designer	\$170.00
Principal Engineer – Struct./Arch.	\$179.00
Senior Engineer	\$142.00
Project Engineer	\$132.00
Engineer/Scientist II	\$107.00
Engineer/Scientist I	\$105.00
Designer	\$120.00
Senior Drafter	\$124.00
Drafter	\$88.00
Secretarial/Office Support	\$78.00
Resident Project Representative	\$118.00

**3.2 Non-Salary Expenses and Outside Services Attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2021:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 3.2.3 The actual cost of outside services and subcontractors;
- 3.2.4 Not used.
- 3.2.5 Not used.
- 3.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.10 The actual cost of premiums paid on overtime worked.

**4.0 LYNSTAAR ENGINEERING, PC.**

**4.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2021:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Manager	\$200.00
Senior Project Engineer	\$130.00
Project Engineer	\$87.00
Senior Technician/CADD	\$87.00
Resident Project Representative	\$101.00

**4.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2021:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors;
- 4.2.4 Note used;
- 4.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 4.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.9 The actual cost of premiums paid on overtime worked.



## PART 2:

### REQUIRED CONTRACT LANGUAGE

#### SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN- OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than \$25,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$25,000; and, (3) change orders greater than \$25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

##### I. General Provisions

##### A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

##### B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

##### C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

##### D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to

the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

- E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, or Title VI, such law and regulations shall supersede these requirements.
- F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

## II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.
- C. Contractor represents that its EEO policy statement includes the following language:
  - 1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
  - 2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - 3. 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 II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**F. Required EEO Forms**

**1. EEO Staffing Plan**

To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO 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.

**2. EEO Workforce Employment Utilization Report ("Workforce Report")**

- a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis during the term of the Contract.
- b. Separate forms shall be completed by Contractor and any Subcontractor.
- c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

**III. Business Participation Opportunities for MWBEs**

**A. Contract Goals**

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Water Grants (grant only)	30%
Engineering Planning Grant	Consolidated Funding Application Round 2012-2014 20% Consolidated Funding Application Round 2015-2017 30%

\*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.
3. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

## B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

## C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

## E. Required Federal DBE Forms

1. EPA Form 6100-3 - DBE Subcontractor Performance Form  
Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form  
Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form  
Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors

for completion prior to execution of this Contract.

#### F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

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

## **SECTION 2 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT**

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

## **SECTION 3 RESTRICTIONS ON LOBBYING**

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of \$100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.



# 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

September 13, 2017

FN 20 17-313

Oneida County Board of Legislators  
800 Park Ave.  
Utica, NY 13501

**READ & FILED**

Dear Honorable Members,

As per rule 28 of the Rules of the Board, I hereby create the Citizens' Committee to Review County Elected Officials' Compensation.

After consulting with the County Executive, Majority Leader and Minority Leader, I am attaching a list of the members, including Robert Comis, who I have appointed chairman of the committee.

It will be the job of this committee to review and recommend appropriate salaries for Oneida County elected officials.

Respectfully,

Gerald J. Fiorini  
Chairman

**Citizens' Committee to Review County Elected Officials' Compensation.**

**Chairman Nominee:**

Robert Comis – Chairman

**Majority Leader Nominee:**

Dean Dzwonkas

**Minority Leader Nominee:**

Mitchell Ford

**County Executive Nominees (2):**

Dr. Laura Casamento

Hans Arnold



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 17 - 314

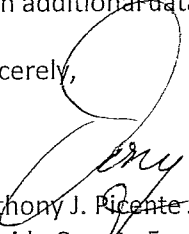
**READ & FILED**

September 5, 2017

Dear Chairman Fiorini,

Please see the attached revised Oneida County Shared Services Savings Plan. This version is updated with additional data

Sincerely,

  
Anthony J. Picente Jr.  
Oneida County Executive





## County-wide Shared Services Property Tax Savings Plan Summary

County of:	Oneida
County Contact:	Anthony J. Picente, Jr.
Contact Telephone:	315-798-5800
Contact Email:	ce@ocgov.net

### Partners

#### Row 1- 3 cities of 3 cities in Oneida County

	Participating Cities	Panel Representative	Vote Cast (Yes or No)*
1.	Rome	Mayor Jaqueline Izzo	
2.	Sherrill	Mayor William Vineall	
3.	Utica	Mayor Palmieri	

\* The written justification provided by each Panel Representative in support of his or her vote on the plan is attached hereto, as Appendix D.

#### Row 2- 26 of 26 Towns in Oneida County

	Participating Towns	Panel Representative	Vote Cast (Yes or No)*
1.	Annsville	Supervisor Scott Leuenberger	
2.	Augusta	Supervisor Suzanne Collins	
3.	Ava	Supervisor James Ossont	
4.	Boonville	Supervisor Harold LeClar	
5.	Bridgewater	Supervisor Dale DeKing	
6.	Camden	Supervisor Richard Norton	
7.	Deerfield	Supervisor Scott Mahardy	
8.	Florence	Supervisor Scott Outtrim	
9.	Floyd	Supervisor Willard Streiff, Jr.	
10.	Forestport	Supervisor Harold Entwistle	
11.	Kirkland	Councilman Garry Colarusso	
11.a	Kirkland	Supervisor Robert Meelan	
12.	Lee	Supervisor John Urtz	
13.	Marcy	Supervisor Brian Scala	
14.	Marshall	Deputy Supervisor Susan McConnell	
14.a	Marshall	Supervisor Morris Sturdevant	
15.	New Hartford	Supervisor Patrick Tyksinski	
16.	Paris	Supervisor James Christian, Jr.	
17.	Remsen	Supervisor Roger Helmer	
18.	Sangerfield	Supervisor William Fredericks	
19.	Steuben	Supervisor Joseph Rowlands	
20.	Trenton	Supervisor Joseph Smith	
21.	Vernon	Supervisor J. Randall Watson	
21.a	Vernon	Deputy Supervisor Steven Adamkowski	



## County-wide Shared Services Property Tax Savings Plan Summary

<b>Row 2- 26 of 26 Towns in Oneida County Continued</b>			
22.	Verona	Supervisor Scott Musacchio	
23.	Vienna	Supervisor William Graham	
23.a	Vienna	Councilwoman Lorraine Padavan	
24.	Western	Supervisor Ryan Tebo	
25.	Westmoreland	Supervisor Kenneth Eisnor	
26.	Whitestown	Supervisor Shaun Kaleta	
<b>Row 3- 17 of 17 Villages in Oneida County</b>			
1.	Barneveld	Mayor Rob Hollenbeck	
2.	Boonville	Mayor Eric McIntyre	
3.	Camden	Mayor William Ballou	
4.	Clayville	Mayor Terry Dote	
5.	Clinton	Mayor John Crossley	
6.	Holland Patent	Mayor Michael Bennison	
7.	New Hartford	Mayor Donald Ryan	
8.	New York Mills	Mayor John Bialek	
9.	Oneida Castle	Mayor John Deschamps, Jr.	
10.	Oriskany	Mayor Donald Rothdiener	
11.	Oriskany Falls	Mayor Steven Jeffers	
12.	Remsen	Mayor Marty Flint	
13.	Sylvan Beach	Village Administrator Joseph Benedict	
13.a	Sylvan Beach	Mayor Gregory Horan**	
14.	Vernon	Mayor Gerald Seymour, Jr.	
15.	Waterville	Mayor Ruben Ostrander	
16.	Whitesboro	Mayor Patrick O'Connor	
17.	Yorkville	Mayor Michael Mahoney	
<p>*The written justification provided by each Panel Representative in support of his or her vote on the plan is attached hereto, as Appendix D.</p> <p>**Mayor Horan had a conflict and the Village Board passed a resolution granting the village administrator voting power for the shared services panel.</p>			

<b>Row 4</b>	
2017 Local Government Property Taxes	The sum total of property taxes levied in the year 2017 by the county, cities, towns, villages, school districts, BOCES, and special improvement districts within such county.
\$327,276,341.65	



## County-wide Shared Services Property Tax Savings Plan Summary

Row 5	
2017 Participating Entities Property Taxes	The sum total of property taxes levied in the year 2017 by the county, any cities, towns, villages, school districts, BOCES, and special improvements districts identified as participating in the panel in the rows above.
\$140,495,156.49	
Row 6	
Total Anticipated Savings	The sum total of net savings in such plan certified as being anticipated in calendar year 2018, calendar year 2019, and annually thereafter.
\$164,000.00	
Row 7	
Anticipated Savings as a Percentage of Participating Entities Property Taxes	The sum total of net savings in such plan certified as being anticipated in calendar year 2018 as a percentage of the sum total in Row 5, calendar year 2019 as a percentage of the sum total in Row 5, and annually thereafter as a percentage of the sum total in Row 5.
.117%	
Row 8	
Anticipated Savings to the Average Taxpayer	The amount of the savings that the average taxpayer in the county will realize in calendar year 2018, calendar year 2019, and annually thereafter if the net savings certified in the plan are realized.
\$1.56	
Row 9	
Anticipated Costs/Savings to the Average Homeowner	The percentage amount a homeowner can expect his or her property taxes to increase or decrease in calendar year 2018, calendar year 2019, and annually thereafter if the net savings certified in the plan are realized.
\$1.56	.117%
Row 10	
Anticipated Costs/Savings to the Average Business	The percentage amount a business can expect its property taxes to increase or decrease in calendar year 2018, calendar year 2019, and annually thereafter if the net savings certified in the plan are realized.
\$1.56	.117%

## Oneida County Shared Services Plan

### Category: Courts

#### **Boonville Court Consolidation**

**Brief Description:** The Village of Boonville is considering a plan to abolish its Village Court and consolidate court functions with the Boonville Town Court.

**Certified Savings for 2018: \$14,000**

**Participants:** Town of Boonville

Village of Boonville

<b>Certified Savings</b>			
<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Total Savings	\$14,000.00	\$14,000.00	\$14,000.00
Average Taxpayer Savings	\$4.82	\$4.82	\$4.82
Average Real Property Taxes	\$4,554.45	\$4,554.45	\$4,554.45
Average Property Tax Savings Percentage	0.11%	0.11%	0.11%
<b>Savings per Participating Municipality</b>			
<b>Town of Boonville</b>			
Average Taxpayer Savings	\$4.82	\$4.82	\$4.82
Average Property Tax Savings Percentage	0.12%	0.12%	0.12%
Average Homeowner Savings	\$5.38	\$5.38	\$5.38
Percentage Per Homeowner	13.17%	13.17%	13.17%
Average Business Owner Savings	\$4.82	\$4.82	\$4.82
Percentage Per Business Owner	8.74%	8.74%	8.74%
<b>Village of Boonville</b>			
Average Taxpayer Savings	\$4.82	\$4.82	\$4.82
Average Property Tax Savings Percentage	0.087%	0.087%	0.087%
Average Homeowner Savings	\$1.59	\$1.59	\$1.59
Percentage Per Homeowner	2.87%	2.87%	2.87%
Average Business Owner Savings	\$4.82	\$4.82	\$4.82
Percentage Per Business Owner	8.74%	8.74%	8.74%

#### **Boonville Court Consolidation Explanation of Savings**

This initiative would require a vote of the Village Board of Trustees on a resolution, and would then require a village-wide referendum at a subsequent special election. The Village Court would be abolished upon the expiration of the current term of the sitting Village Justice. If this initiative

passes, the Village of Boonville anticipates annual savings in excess of Fourteen Thousand Dollars (\$14,000.00).

**Category: Department of Public Works**

**Oneida County-wide DPW Equipment Sharing Agreement**

**Brief Description:** The sharing Oneida County DPW equipment with all municipalities within Oneida County for all related public works projects.

**Participants:** All Municipalities in Oneida County except the following:

Town of Remsen

Town of Steuben

Village of Barneveld

**Certified Savings for 2018: \$150,000**

<b>Certified Savings</b>			
<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Total Savings	\$150,000.00	\$150,000.00	\$150,000.00
Average Taxpayer Savings	\$1.47	\$1.47	\$1.47
Average Real Property Taxes	\$1,369.01	\$1,369.01	\$1,369.01
Average Property Tax Savings Percentage	0.11%	0.11%	0.11%
<b>Savings per Participating Municipality</b>			
<b>All Participating Municipalities in Oneida County</b>			
Average Taxpayer Savings	\$1.47	\$1.47	\$1.47
Average Property Tax Savings Percentage	0.11%	0.11%	0.11%
Average Homeowner Savings	\$1.47	\$1.47	\$1.47
Percentage Per Homeowner	0.11%	0.11%	0.11%
Average Business Owner Savings	\$1.47	\$1.47	\$1.47
Percentage Per Business Owner	0.11%	0.11%	0.11%

**Oneida County-wide DPW Equipment Sharing Agreement Explanation of Savings**

Oneida County is in the process of formalizing a shared equipment agreement with all municipalities throughout the county. The agreement will require the administration of Oneida County DPW and the participating municipalities. The agreement will result in the anticipated cost savings of One Hundred and Fifty Thousand Dollars (\$150,000). Complete participation in

the shared service agreement will reduce or eliminate the acquisition of duplicative equipment or unnecessary labor expenses for all participating municipalities (See Appendix A for more details).

**Rome and Verona Mowing and Snowplowing Shared Service Agreement**

**Brief Description:** The City of Rome and the Town of Verona have come to terms on a shared service agreement in regards to mowing Brown Rd. The agreement also includes the snowplowing of Brown Rd, Heelpath Rd. and Zingerline Rd.

**Participants:** City of Rome

Town of Verona

**Certified Savings for 2018: TBD**

<b>Certified Savings</b>			
<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Total Savings	TBD	TBD	TBD
Average Taxpayer Savings	TBD	TBD	TBD
Average Real Property Taxes	\$922.87	\$922.87	\$922.87
Property Tax Savings Percentage	TBD	TBD	TBD
<b>Savings per Participating Municipality</b>			
<b>City of Rome</b>			
Average Taxpayer Savings	TBD	TBD	TBD
Average Homeowner Savings	TBD	TBD	TBD
Percentage Per Homeowner	TBD	TBD	TBD
Average Business Owner Savings	TBD	TBD	TBD
Percentage Per Business Owner	TBD	TBD	TBD
<b>Town of Verona</b>			
Average Taxpayer Savings	TBD	TBD	TBD
Average Homeowner Savings	TBD	TBD	TBD
Percentage Per Homeowner	TBD	TBD	TBD
Average Business Owner Savings	TBD	TBD	TBD
Percentage Per Business Owner	TBD	TBD	TBD

## **Rome and Verona Mowing and Snowplow Agreement Explanation of Savings**

The City of Rome and Town of Verona have come to terms on a shared services agreement that is outlined to do the following that will result in cost savings to be determined:

1. Roadside Mowing of Brown Rd.: Where the Town of Verona maintains .75 miles (length of Brown Rd.) of road that crosses the municipal border of Rome at a rate of Three Hundred Seventy-Five Dollars (\$375.00) per mile (Price under 2016 Oneida County Mowing Agreement). The agreed upon amount will be Two Hundred Eighty-One Dollars and Twenty-Five Cents (\$281.25) annually.
2. Snowplowing of Brown Rd.: Where the Town of Verona maintains .75 miles of road that crosses the municipal boundary of Rome of road that crosses the municipal border of Rome at Six Thousand Dollars (\$6,000.00) per mile (2016-2018 Oneida County Snowplowing Agreement Price) in the total amount of \$4,500.00 annually which results in a total combined amount of Four Thousand, Seven Hundred Eighty-One Dollars and Twenty-Five Cents (\$4,781.25) shared mowing and snow plowing maintenance agreement of Brown Rd. annually.
3. Snowplowing of Heelpath Rd. and Zingerline Rd.: Where the City of Rome agrees to maintain 1.5 Miles of road that crosses the municipal boundary of Rome at a rate of Six Thousand Dollars (\$6,000.00) per mile (2016-2018 Oneida County Snowplowing Agreement Price) resulting in the total agreed amount of Nine Thousand Dollars (\$9,000.00) annually.

## **Additional Uncertified Initiatives**

### **Category: Central Services**

#### **Central Services-Shared Printing and Mail Services**

**Brief Description:** This initiative would involve the sharing of printing and mail room services hosted by Oneida County's Central Services department.

**Participants:** All Municipalities in Oneida County

**Projected Savings:** TBD

#### **Reason for Not Certifying Central Services Shared Services**

The Shared Services Panel recommended a joint municipal agreement be offered to all municipalities in Oneida County that allowed for use of county print and mail room services. At this time there are no projected costs savings, but it is known that bulk rates for printing and mailing services will offer savings to local government entities. The extent of the total cost savings will not be known for each municipality until reports detailing their printing and mailing volumes are collected and analyzed.

In addition, the costs savings will also be determined by achieving the following action items that include but are not limited to municipal initiated meetings with Oneida County Department of Central Services. A deeper study will be required to create forecasts related to printing and mailing needs to develop a service model that reduces costs, and improves performance.

#### **Central Services- Records Management**

**Brief Description:** This initiative would involve the sharing of records management services hosted by Oneida County's Central Services department.

**Participants:** All Municipalities in Oneida County

**Projected Savings:** TBD

#### **Reason for Not Certifying Records Management Shared Services**

The Shared Services Panel determined there is potential for a local cost savings through the digital processing and storage of municipal records through a shared use agreement between Oneida County's Department of Central Services and all interested municipalities. This agreement will outline the utilization and cost to digitize records into the Laserfiche system and general records management operations to maintain that system.



Tax savings will be achieved when a cost comparison and review by all interested municipalities have been initiated, conducted and reported into Oneida County. These cost reviews will investigate storage, paper records access and data management. It will also determine the savings by including the recovery of floor space from file storage and employee efficiency due to data accessibility.

### **Category: Code Enforcement**

**Note:** The following scenarios for Code Enforcement are in no way a mandate by Oneida County or an attempt to force municipalities to share services. The following scenarios are an illustration of potential cost savings within Code Enforcement. Since the beginning of the Shared Services Initiative, extensive work has been done to build a foundation to help municipalities within Oneida County assess potential sharing of Code Enforcement Officers (CEO) as advised by the Shared Services Panel.

The following scenarios were developed based on the following items: existing Code Enforcement Officers with their service area, and a scoring system developed by the Shared Services Panel. The scoring system was developed using municipal demographics, 1203 Annual Report data from 2010-2016, Building Permit Census data from 1980 to present, current phone surveys based on case studies conducted by Broome County, municipal budgets from the NYS Comptroller's office and known shared service agreements. Please see Appendix B for more information.

Despite this extensive research the key component to a true shared services plan is municipal input from the existing Code Enforcement Officers and their municipal executives. A true assessment and cost savings potential can only be realized with their input and shared service agreements. These agreements will require time and a variety of strategies based on their needs. Unfortunately there is no cost savings for 2018 due to time restraints but the Shared Services Panel wishes to continue the conversation in hopes for real property tax savings in fiscal year 2019. The following are scenarios for projected cost savings if each item were to be implemented.

### **Village to Town Code Enforcement Sharing**

**Brief Description:** Consolidation of Town and Village Code Enforcement Officers

**Participants:** Town of Augusta with the Village of Oriskany Falls

Town of Trenton with the Villages of Barneveld and Holland Patent

Town of Boonville with the Village of Boonville

Town of Camden with the Village of Camden

Town of Paris and the Village of Clayville

Town of Marshall and the Village of Waterville\*

Town of New Hartford and the Village of New Hartford

Town of Whitestown and the Village of Oriskany, New York Mills, Yorkville and Whitesboro

Town of Remsen and the Village of Remsen

Town of Sangerfield and the Village of Waterville\*

Town of Vienna and the Village of Sylvan Beach

\*The village of Waterville is split by the Town of Marshall and the Town of Sangerfield. The total estimate in this scenario is calculated with each option which skews the total by \$4,000-\$6,000 potentially.

\*\*The Town of Kirkland and the Village of Clinton were not included since a Codes Officer is currently shared.

**Projected Savings: \$200,000 +/- annually**

<b>Projected Savings</b>			
<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Total Savings	\$200,000.00	\$200,000.00	\$200,000.00
Average Taxpayer Savings	\$4.96	\$4.96	\$4.96
Average Property Tax Savings Percentage	0.79%	0.79%	0.79%
Average Homeowner Tax Savings	\$4.96	\$4.96	\$4.96
Percentage Per Homeowner Tax Savings	0.92%	0.92%	0.92%
Average Business Tax Savings	\$4.96	\$4.96	\$4.96
Percentage Tax Savings Per Business	0.87%	0.87%	0.87%

**Reason for Not Certifying Village to Town Code Enforcement**

Code Enforcement Consolidation has to address the following before true cost savings could be determined and it could not be achieved by the Shared Service Plan deadline:

1. Municipal buy-in and engagement
2. A complete survey of all the CEO's in Oneida County
3. A detailed review of municipal budgets
4. How to separate Code Enforcement Official (CEO) and Zoning Enforcement Official (ZEO)
5. Complete and accurate data reporting
6. Resolutions by participating Villages to opt out of code enforcement and allow Towns to take it over.
7. Meetings with CEO's, Mayors and Town Supervisors.
8. Transition strategies to minimize job loss and optimize efficiency.
9. Inter-municipal agreements that will identify true cost savings.

\*\*\*\*Please see Appendix B for more information

### **Town to Town Code Enforcement Sharing**

**Brief Description:** Sharing of Town Code Enforcement Officers among other Towns with no villages within their boundary.

**Participants:** Town of Annsville and the Town of Florence

Town of Ava and the Town of Lee

Towns of Deerfield, Floyd and Marcy

Town of Steuben and the Town Western

Town of Westmoreland and the Town of Verona

\*\*\*Forestport was not directly adjacent to another Town without a village and was therefore not included in this scenario but it is included in the City, Town and Village scenario.

**Projected Savings: \$100,000 +/-**

<b>Projected Savings</b>			
<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Total Savings	\$100,000.00	\$100,000.00	\$100,000.00
Average Taxpayer Savings	\$3.98	\$3.98	\$3.98
Average Property Tax Savings Percentage	1.69%	1.69%	1.69%
Average Homeowner Tax Savings	\$3.98	\$3.98	\$3.98
Percentage Per Homeowner Tax Savings	1.69%	1.69%	1.69%
Average Business Tax Savings	\$3.98	\$3.98	\$3.98
Percentage Tax Savings Per Business	1.69%	1.69%	1.69%

### **Reason for Not Certifying Town to Town Code Enforcement Sharing**

Code Enforcement sharing has to address the following before true cost savings could be determined and it could not be achieved before the Shared Service Plan deadline:

1. Municipal buy-in and engagement
2. A complete survey of all the CEO's in Oneida County
3. A detailed review of municipal budgets
4. How to separate Code Enforcement Official (CEO) and Zoning Enforcement Official (ZEO)
5. Complete and accurate data reporting
6. Meetings with CEO's and Town Supervisors.
7. Transition strategies to minimize job loss and optimize efficiency.
8. Inter-municipal agreements that will identify true cost savings.

\*\*\*\*Please see Appendix B for more information

### **City, Town and Village Code Enforcement Sharing**

**Brief Description:** All municipalities enter into an agreement that involves the sharing of a Code Enforcement Officer.

**Participants:** All municipalities except the City of Sherrill, the Town of Vernon, and the Village of Vernon because they already have a shared service agreement.

**Projected Savings: \$730,000 +/- Annually**

<b>Projected Savings</b>			
<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Total Savings	\$730,000.00	\$730,000.00	\$730,000.00
Average Taxpayer Savings	\$6.80	\$6.80	\$6.80
Average Property Tax Savings Percentage	0.97%	0.97%	0.97%
Average Homeowner Tax Savings	\$6.80	\$6.80	\$6.80
Percentage Per Homeowner Tax Savings	0.97%	0.97%	0.97%
Average Business Tax Savings	\$6.80	\$6.80	\$6.80
Percentage Tax Savings Per Business	0.97%	0.97%	0.97%

### **Reason for Not Certifying City, Town and Village Code Enforcement Sharing**

Code Enforcement Consolidation has to address the following before true cost savings could be determined and it could not be achieved before the Shared Service Plan deadline:

1. Municipal buy-in and engagement
2. A complete survey of all the CEO's in Oneida County
3. A detailed review of municipal budgets
4. How to separate Code Enforcement Official (CEO) and Zoning Enforcement Official (ZEO)
5. Complete and accurate data reporting
6. Resolutions by participating Villages to opt out of code enforcement and allow Towns to take it over.
7. Meetings with CEO's, Mayors and Town Supervisors.
8. Transition strategies to minimize job loss and optimize efficiency.
9. Inter-municipal agreements that will identify true cost savings.

\*\*\*\*Please see Appendix B for more information

### **Category: Courts**

#### **Town Court Consolidations**

**Brief Description:** This initiative would involve the sharing or consolidating of court services among two or more contiguous Towns across the County.

**Participants:** All Municipalities in Oneida County

**Projected Savings: \$250,000 +/- Annually**

<b>Projected Savings</b>			
<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Total Savings	\$250,000.00	\$250,000.00	\$250,000.00
Average Taxpayer Savings	\$2.38	\$2.38	\$2.38
Average Real Property Taxes	\$1,335.39	\$1,335.39	\$1,335.39
Average Property Tax Savings Percentage	0.18%	0.18%	0.18%
<b>Savings per Participating Municipality</b>			
<b>All Municipalities in Oneida County</b>			
Average Taxpayer Savings	\$2.38	\$2.38	\$2.38
Average Property Tax Savings Percentage	0.18%	0.18%	0.18%
Average Homeowner Savings	\$2.38	\$2.38	\$2.38
Percentage Per Homeowner	0.18%	0.18%	0.18%
Average Business Owner Savings	\$2.38	\$2.38	\$2.38
Percentage Per Business Owner	0.18%	0.18%	0.18%

### **Reason for Not Certifying Town Court Consolidation**

The process would have to be undertaken by the Towns themselves and the time required would extend beyond fiscal year 2018. The process could look as follows: First the Towns would start with the passage of a Resolution in the Towns wishing to consolidate their Courts. The Resolution could follow one of two approaches:

First, the Towns could vote to keep all or some of their Town Justice Positions, and simply share or consolidate the Court functions as a whole. The Towns could share in expenses, operating one Court for all the Towns involved in the plan, presumably at a central or convenient location. The individual Towns' remaining Justices would each have jurisdiction over all cases in all the participating Towns, and the Justices could rotate or share coverage for the Court. By sharing staff salaries, court expenses, building upkeep and other logistical expenses, the participating Towns could see substantial savings annually.

This measure would require a Resolution passed by each of the participating Town Boards, followed by a public hearing. A referendum would then be held in each of the participating Towns, at the next general election date. If the referenda pass, the Towns would then execute an Inter-Municipal Agreement to set out the specifics.

The second approach is similar to the first, but would involve the consolidation of all the participating Town Courts, and rather than keeping the Justices from each Town, there would instead be one or more Justices elected from across all the participating Towns. This procedure

begins with the participating Towns passing Resolutions authorizing the conducting of a study across their respective townships to examine the issue of electing a single town justice from among the participating towns. Once this study has been commissioned and completed, a public hearing is held to discuss the results of the study. If, after the public hearing, all the participating Town Boards pass Resolutions approving a Joint Plan authorizing the consolidation, the Joint Resolutions will constitute a municipal home rule message that is sent to Albany, and upon passage, the plan is approved. An Inter-Municipal Agreement would then be executed by the participating Towns.

**Category: Department of Public Works**

**DPW Consolidation of Salt Storage and Production Facilities**

**Brief Description:** The Shared Services Panel recommends that the creation of an agreement for a centralized large volume salt-brine production and storage operation. It could become the first step in better coordination of highway functions. This effort will be the result of collaborative efforts between all interested municipalities for the potential of real property tax savings.

**Certified Savings for 2018: TBD**

**Participants:** All Municipalities

**Reason for Not Certifying DPW Consolidation of Salt Storage and Production Facilities**

This agreement will require extensive mapping of all existing salt brine storage units in Oneida County. Upon completion, the map will allow for a comprehensive review and placement of new storage and production facilities.

The projected costs savings could occur through bulk purchasing/production of salt brine. Centralize and properly located facilities will further realize savings in equipment acquisition costs and labor optimization but it could not be calculated by the time restrictions.

**Category: Purchasing**

**County-wide Shared Purchasing Agreement**

**Brief Description:** Oneida County Purchasing Department offers a Shared Purchasing Agreement to all municipalities in relation to supplies, equipment and any other item that is of real cost savings benefit.

**Projected Savings:** TBD

**Participants:** All municipalities

### **Reason for Not Certifying County-wide Shared Purchasing**

The Shared Services Panel recommended revisiting past shared service agreements and the potential cost savings through new shared purchasing services with municipalities in Oneida County. The time frame for the plan made it difficult to achieve a good faith estimate of cost savings. This estimate can be obtained through the following action items:

1. Review old agreement between Oneida County and the following municipalities as a model for potential cost savings:
  - a. Utica
  - b. Rome
  - c. Town of New Hartford
2. Survey and assess interest amongst the municipalities.
3. Request and review detailed lists of purchased items throughout the fiscal year.
4. Determine and eliminate duplicative purchases by assisting with the creation of sharing agreements amongst participating municipalities.

### **Category: Special Districts**

#### **Lighting District Consolidation**

**Brief Description:** The Shared Services Panel recommends a study be initiated that reviews existing lighting districts to determine whether costs savings could be obtained. The actions will include but are not limited to accounting for all existing lighting districts within Oneida County and their associated costs.

**Projected Savings:** TBD

**Participants:** All municipalities

#### **Reason for Not Certifying Lighting District Consolidation**

Any further baseline data must be collected through surveys, inter-municipal meetings and consultations. This all will be accomplished through the initiative and cooperation of the Villages, Towns and Cities within Oneida County.



Real property tax savings projections are to be determined. There are not many case studies related to lighting districts and cost savings. There must be in depth study that extends beyond the deadline for 2018 Shared Services Plan.

### **Category: Youth Services**

#### **Youth and Recreation Shared Services**

**Brief Description:** The creation of a shared services agreement amongst the 7 largest municipalities within Oneida County and their Youth and Recreation Programs.

**Participants:** Town of Kirkland

Town of New Hartford

Town of Marcy

City of Rome

City of Sherrill

City of Utica

Town of Whitestown

**Projected Savings: TBD**

#### **Reason for Not Certifying Youth and Recreation Shared Services**

The Youth Services panel began the evaluation process in pursuit of elimination of duplicative services within Oneida County. This was executed through a selection process of 7 localities (Rome, Utica, Sherrill, Whitestown, New Hartford, Kirkland and Marcy) being contacted and invited to attend a meeting at the Oneida County Office Building on Thursday, August 17<sup>th</sup>. The panel was successful in bringing Utica, Kirkland and Whitestown to the table for discussion. The Shared Services Panel will continue to pursue greater participation in Youth and Recreation Services.

The shared services topics discussed at the August 17<sup>th</sup> meeting ranged from sharing free ice skating (Kirkland), swimming pools (Utica) and combining summer programs Oriskany/New York Mills/Whitestown. Other related and potential shared service ideas were the Utica Youth Olympics and the utilization of the tennis courts on the Parkway.

There were logistical questions relative to transportation issues for youth to take advantage of these potential shared service ideas. The panel heard from the representatives of each locality about potential loss of “name” identity.

The youth services panel requested that the 3 localities represented at the meeting provide an informal dollar amount spent on recreation equipment. The panel did receive one response from Kirkland.

The youth services panel would need more time to adequately propose true cost savings moving forward. The meeting with the representatives from Utica, Kirkland and Whitestown was beneficial in that the conversations and ideas moved the needle towards potential cost savings (unfounded) and improving overall productivity for youth being served (please see Appendix C for more information).

**Appendix A**

**Public Works**

Equip #	Plate No.	Description	Loc.	Col 2 Rate	Tot Rate
15	AD2795	2006 Ford, F550, 6,932 GVW, 4x4, D (Service Trk)	BH	8.99	13.73
		2016 Chevr Silverado 2500, 4x4, Pickup, Ext.Cab,			
21	AX7950	9,500 GVW, G	OH	10.91	16.06
		2016 Chevr Silverado 2500, 4x4, Pickup, Ext.Cab,			
22	AX7842	9,500 GVW, G	BH	10.91	16.06
		2016 Chevr Silverado 2500, 4x4, Pickup, Ext.Cab,			
23	AX7956	9,500 GVW, G	TH	10.91	16.06
30	AD2908	2008 Ford, F250, 9,200 GVW, 4x4, G	TR	10.91	16.06
		2011 Ford, F150, 6,900 GVW, 4x4, Ext.Cab, G,			
31	AD1912	302hp, 1/2 T	ENG	8.99	13.73
		2011 Ford, F150, 6,900 GVW, 4x4, Ext.Cab, G,			
32	AD1908	302hp, 1/2 T	O-M	8.99	13.73
		2011 Ford, F150, 6,900 GVW, 4x4, Ext.Cab, G,			
33	AD2252	302hp, 1/2 T	ENG	8.99	13.73
		1991 OshKosh Snowblower,45,500GVW,6x4,2001-			
39		2500T/HR	Snow	35.19	163.58
42	AD2936	2004 Dodge, Pickup, 6,550 GVW, 4x4, G, 235hp		8.99	13.73
52	AD2948	2008 Ford, F150, Pickup, 6,950 GVW, 4x4, G	OH-M	8.99	13.73
53		OPEN			
61	AC9050	2014 Ford F150, Pickup, 7,000 GVW, 4x4, G	HMS	8.99	13.73
62	AC9066	2014 Ford F150, Pickup, 7,000 GVW, 4x4, G	B&G	8.99	13.73
63	AC9070	2014 Ford F150, Pickup, 7,000 GVW, 4x4, G	O-M	8.99	13.73
101		2016 Chevr Silverado Pickup, w/plow pkg	F&H		
201	AD2931	2011 Oshkosh, Dump, 71,000 GVW, 6x6, D, 475hp	OH	62.45	85.29
202	AD2933	2011 Oshkosh, Dump, 71,000 GVW, 6x6, D, 475hp	TH	62.45	85.29
204	AD2952	2008 Freightliner, 66,000 GVW, 6x2, D, 410hp	OH	49.62	70.58
206	AD2750	2008 Freightliner, 66,000 GVW, 6x2, D	BH	49.62	70.58
		2007 Freightliner, Dump, 66,000 GVW, 6x2, D,			
207	AD2903	380hp	OH	49.62	70.58
		2007 Freightliner, Dump, 66,000 GVW, 6x2, D,			
208	AD2812	380hp	BH	49.62	70.58
		2007 Freightliner, Dump, 66,000 GVW, 6x2, D,			
209	AD2786	380hp	TH	49.62	70.58
		2008 Freightliner, Dump, 66,000 GVW, 6x2, D,			
210	AD2187	380hp	TH	49.62	70.58
211	AD2610	2013 Inter, Dump, 66,000 GVW, 6x4, D, 475hp	OH	49.62	70.58
212	AD2620	2013 Inter, Dump, 66,000 GVW, 6x4, D, 475hp	OH	49.62	70.58
213	AD2635	2013 Inter, Dump, 66,000 GVW, 6x4, D, 475hp	BH	49.62	70.58
214	AD2224	2005 Inter, 41,000 GVW, 4x2, D, 300hp	OH	31.80	45.39
215	AD2390	2005 Inter, 41,000 GVW, 4x2, D, 300hp	BH	31.80	45.39
216	L40362	1981 Inter Pavstar, 45,000 GVW, 4x4, D	OH	38.71	55.39
217	AD2124	2001 Freightliner, 37,000 GVW, 4x2, D, 240hp	TH	27.98	40.64
218	AD2326	2001 Freightliner, 37,000 GVW, 4x2, D, 240hp	TH	27.98	40.64
219	AD2906	2010 Freightliner, 29,630 GVW, 4x2, D, 240hp	OH	22.39	34.12
220	AD2319	2011 Inter, 66,000 GVW, 6x4, D, 430hp	TH	49.62	70.58
221	AD1919	2012 Inter, 66,000 GVW, 6x4, D, 475hp	OH	49.62	70.58
222	AD1918	2012 Inter, 66,000 GVW, 6x4, D, 475hp	BH	49.62	70.58
223	AD1915	2012 Inter, 66,000 GVW, 6x4, D, 475hp	TH	49.62	70.58
224	AD2375	2013 Inter, 66,000 GVW, 6x4, D, 475hp	BH	49.62	70.58
225	AD2928	2013 Inter, 66,000 GVW, 6x4, D, 475hp	TH	49.62	70.58

226	AF3803	2014 Inter, 66,000 GVW, 6x4, D, 475hp	TH	49.62	70.58
227	AD2570	2001 Freightliner, 60,000 GVW, 6x2, D	TH	46.01	65.59
228	AF3805	2014 Inter, 66,000 GVW, 6x4, D, 475hp	TH	49.62	70.58
229	AD2261	1998 Mack, 70,000 GVW, 6x2, D	TH	49.62	70.58
230	AV4266	2015 Inter, 66,000 GVW, 6x4, D, 475hp	OH	49.62	70.58
231	AV4265	2015 Inter, 66,000 GVW, 6x4, D, 475hp	OH	49.62	70.58
232		OPEN	BH		
234	AV3797	2015 Inter, 66,000 GVW, 6x4, D, 475hp	BH	49.62	70.58
235	AY4247	2016 Inter, 66,000 GVW, 6X4, D, 475hp	OH	49.62	70.58
236	AY4253	2016 Inter, 66,000 GVW, 6X4, D, 475hp	BH	49.62	70.58
237	AY4251	2016 Inter, 66,000 GVW, 6X4, D, 475hp	TH	49.62	70.58
238	AD1920	2001 Freightliner, 37,000 GVW, 4x2, D, 240hp	OH	27.98	40.64
239		OPEN	TH		
240	AD2907	2003 Freightliner, 66,000 GVW, 6x4, D, 425hp	OH	49.62	70.58
242	AD2748	2000 Inter, 66,000 GVW, 6x4, D, 240hp	OH	49.62	70.58
245	AD2145	2003 Freightliner, 66,000 GVW, 6x4, D, 425hp	BH	49.62	70.58
247	AD2300	2001 Freightliner, 37,000 GVW, 4x2, D, 240hp	BH	27.98	40.64
249	AD2767	2003 Freightliner, 66,000 GVW, 6x4, D, 425hp	TH	49.62	70.58
250	AW4576	2015 Ford F250, 10,000 GVW, 4x2, G	TR	10.73	15.25
252	AD2909	2001 Dodge, 3/4 ton Pickup, 8,600 GVW, 4x2, D	TR	10.73	15.25
253	AD2910	2008 Ford, F250XL, 8,800 GVW, 4x2, G, 260hp	TR	10.73	15.25
261	AD2905	2012 Ford 250, 8,800 GVW, 4x4, G, 411hp	OH	10.91	16.06
262	AD2902	2012 Ford 250, 8,800 GVW, 4x4, G, 411hp	BH	10.91	16.06
263	AD2900	2012 Ford 250, 8,800 GVW, 4x4, G, 411hp	TH	10.91	16.06
264	AD2585	2014 Ford, F250, 9,300 GVW, 4x2, G, 400hp	OH	10.73	15.25
265	AT6314	2014 Ford, F250, 9,300 GVW, 4x2, G, 400hp	BH	10.73	15.25
266	AD2764	2014 Ford, F250, 9,300 GVW, 4x2, G, 400hp	TH	10.73	15.25
267	AZ1862	2017 Chevr 2500, 9,500 GVW, 4x4, G	OH	10.91	16.06
268	AZ1867	2017 Chevr 2500, 9,500 GVW, 4x4, G	BH	10.91	16.06
269	AZ1868	2017 Chevr 2500, 9,500 GVW, 4x4, G	TH	10.91	16.06
271		RET.			
280	AW4573	2015 Ford, F250 ExtCab,10,000 GVW, 4x4, G	TR	10.91	16.06
281	AW4574	2015 Ford, F250 ExtCab,10,000 GVW, 4x4, G	OH	10.91	16.06
282	AW4571	2015 Ford, F250 ExtCab,10,000 GVW, 4x4, G	BH	10.91	16.06
283	AW4577	2015 Ford, F250 ExtCab,10,000 GVW, 4x4, G	TH	10.91	16.06
291		2001 Timberlost Sickle Bar Limb Cutter, T060	BH	0.19	0.89
300		2012 Bobcat,A770,Skid Steer Loader,3,325#,84" Angle,Broom,80"L	BH	15.84	23.23
		<b>w/Broom Attach Add</b>	BH	0.70	1.95
301		2014 Bobcat, AllWheel Steer Loader, 84" broom, 80" bucket, cutting edge, Pallet Fork Frame, Pallet Teeth	TH	15.84	23.23
		84" SnowBlower, 84" Pickup Sweeper <b>(w/Broom Attach Add)</b>	TH	0.70	1.95
302		2016 Bobcat, AllWheel Steer Loader, 84" broom, 80" bucket, cutting edge, Pallet Fork Frame, Pallet Teeth	OH	15.84	23.23
		84" SnowBlower, 84" Pickup Sweeper <b>(w/Broom Attach Add)</b>	OH	0.70	1.95

306	AD1906	1982 Caterpillar, 140G, 34,000 GVW, D	OH	33.83	60.33
307	AD1898	1982 Caterpillar, 140G, 34,000 GVW, D, 12' moldboard, 65hp	BH	33.83	60.33
308	AD1900	1982 Caterpillar, 140G, 34,000 GVW, D	TH	33.83	60.33
330		OPEN			
331		OPEN			
332	AD1893	1995 Ford, 555D, Backhoe Loader, 14,100 GVW, 1.3 cy cap	TH	19.94	31.07
333	AD1895	1995 Ford, 555D, Backhoe Loader, 14,100 GVW, 1.3 cy cap	BH	19.94	31.07
334	AD1897	2008 Gradall, XL4100, Trk Mtd, D, 12' boom, 2-5' bkts, 1/2 cy&1cy w/Fixed Thumb Grapple&Guardrail Cleanout Att, 46,220 GVW	OH	74.05	131.97
335	AD1902	2001 Gradall XL4100, Rubber Tire Exc, 44,540 GVW, tr. mtd. 5/8 cap., 12' boom, 5' bkt, D, F-230hp, R-148hp	TH	37.38	68.00
336	K32105	2002 Badger 670, 6x4, 47,700 GVW, tr. mtd., 5/8 cap. 12' boom, 2' bkt, 5' bkt, F-230hp, R-152hp	OH	37.38	68.00
337	AX7951	2016 Gradall XL4100, 4x2, Trk. Mtd, 5' bkt .45cy cap, 12'-25' boom, D w/Fixed Thumb Grapple&Tree Limb Sheer, 66,000 GVW	TH	38.55	65.85
338	AD1899	1999 Gradall, XL4100, 43,380 GVW, tr. mtd., 5/8 cap., 12' boom, 5' bkt, D, F-230hp	BH	37.38	68.00
339	AD1889	2008 Gradall, XL4100, Trk Mtd, D, 12' boom, 2-5' bkts, 1/2 cy&1cy w/Fixed Thumb Grapple&Guardrail Cleanout Att, 46,220 GVW	OH	74.05	131.97
346		2016 LeeBoy Force Feed Loader. 4x2, 19,750GVW, D (Material)	OH	50.83	78.36
		(Snow)	OH	66.64	103.19
347		2001 Athey Force Feed Loader, 712FFL, D	OH	26.99	41.65
355	AD1891	2001 John Deere 624, 29,400 GVW, wh.mtd. 3cy, D	OH	21.98	39.73
356	AD1886	2001 John Deere 624, 29,400 GVW, wh.mtd. 3cy, D	BH	21.98	39.73
357	AD1905	2001 John Deere 624, 29,400 GVW, wh.mtd. 3cy, D	TH	21.98	39.73
361	AD1892	2013 John Deere 624K, 46,300 GVW, Wh.Mtd. 3.5 cy, 186hp	OH	24.26	44.46
362	AD1887	2013 John Deere 624K, 46,300 GVW, Wh.Mtd. 3.5 cy, 186hp	BH	24.26	44.46
363	AD1884	2013 John Deere 624K, 46,300 GVW, Wh.Mtd. 3.5 cy, 186hp	TH	24.26	44.46
364	xxxxxxx	2017 John Deere 624K, 46,300 GVW, Wh.Mtd. 3.5 cy, 186hp	OH	24.26	44.46
		w/ Snow Pusher (Blade)		27.20	49.51

365	xxxxxxx	2017 John Deere 624K, 46,300 GVW, Wh.Mtd. 3.5 cy,186hp	BH	24.26	44.46
		w/ Snow Pusher (Blade)		27.20	49.51
366	xxxxxxx	2017 John Deere 624K, 46,300 GVW, Wh.Mtd. 3.5 cy,186hp	TH	24.26	44.46
		w/ Snow Pusher (Blade)		27.20	49.51
384		1996 Ferguson, 46A, 13,225 GVW, 50hp, D, 6-8 tons	BH	10.22	17.57
385		1994 Ferguson, 46A, 6-8 tons	OH	10.22	17.57
386		1994 Ferguson, 46A, 6-8 tons, 60hp	TH	10.22	17.57
388		2001 Ingersoll Rand, Vib.Soil Comp, 2-60" drum, 125hp	OH	18.58	36.79
390	AD2099	1978 Homemade, VIN #NY23596	BH	4.20	8.94
391	AD2403	2001 Etnyre Lowboy, 50T, 133,320 GVW	TH	6.27	13.74
392	AD1924	2011 Eager Beaver, Lo-Boy	TH	6.27	13.74
394		OPEN			
397	AD1921	1996 Dynaweld, 20TALT, Ser #4U181AEX3T1Y33781	BH	4.20	8.94
398	AD2364	2001 Cam 16' Drop Deck Trl, Mod 5CAM16, 5T	OH	4.20	8.94
399	AD2172	2001 Cam 16' Drop Deck Trl, Mod 5CAM16, 5T	TH	4.20	8.94
401	AD2417	2001 Case CX90 w/boom mtd.Flail mower, 72hp JJE1018752	OH	15.91	25.35
402		1986 Ford Trac w/mower 3910, 52hp, D, VI #C765941,		15.75	25.75
		w/broom attachment	OH	16.95	28.89
403	AD2107	2001 Case CX90 w/boom mtd.Flail mower, 72hp JJE1017665	BH	15.91	25.35
404	AD2084	2001 Case CX90 w/boom mtd.Flail mower, 72hp JJE1017668	TH	15.91	25.35
405	AD1880	1990 Ford Trac 7710 w/boom mtd Flail mower, 86hp	OH	15.91	25.35
406		OPEN	TH		
408	A17066	1986 Ford Trac w/mower 3910, 52hp, D, VI #C767017	BH	15.75	25.75
409	AW8314	2015 Mack/MB Co,Mod MRU612,Striper, 6x2, 50,000GVW, D			
		2-275 gal Sprayers	TR	52.00	75.01
417	AD1904	2003 Broce RJ-350, Self-Propelled Broom, s/n 403085, 80hp, 96"	OH	15.95	23.25
419	AD1903	2003 Broce RJ-350, Self-Propelled Broom, s/n 403086, 80hp, 96"	TH	15.95	23.25
420	AD1878	2004 Broce RJ-350, Self-Propelled Broom, s/n 404270, 80hp, 96"	BH	15.95	23.25
421		Ferris Mower	BH		
422		1998 GracoLine Lazer5000, BA3918	TR	2.06	3.49
424		OPEN			
425		2011 Graco Linelazer 3400, BA7322	TR	2.06	3.49
430		2001 Rhino Post Driver, PD-140 (Impact Hammer)		14.78	22.00
431		1999 Ingersoll Rand Air Compressor	OH	7.86	10.85
432		Stanley Compact Power Unit (hydraulic), s/n 7094			
		w/Stanley PD 45-132 Post Driver (hydraulic), 9 gal/min.	TR	7.86	10.85

433		1994 Speed-Air Compressor, 5hp, 175 cfm		13.37	17.12
434		1999 Tow-behind Air Compressor, s/n 300165	OH	7.86	10.85
435		2008 VanAir, Skid Mtd., 25hp, 70cfm/100psig, rotary screw		7.86	10.85
438		1998 Quincy Air Compressor, Mod MOR325DT5HP, s/n5096087	OH		
441	AF5125	2013 Broce Sweeper, KR350, Self-propelled, 74hp, 408252	OH	15.95	23.25
442	AF5124	2013 Broce Sweeper, KR350, Self-propelled, 74hp, 408251	BH	15.95	23.25
443	AF5118	2013 Broce Sweeper, KR350, Self-propelled, 74hp, 408250	TH	15.95	23.25
444	AD1910	1991 Inter, Water Trk, 45,000 GVW, 6x4, D, Tank 1,500 gal cap, pump 10/gal/min, G, 2" hose	TH	48.87	70.16
445		1975 Miller , Welder, Elec, 250P, AC/DC	BH		
450		2001 Lincoln Welder	BH		
451		2000 Lincoln Classic III Welder, Trl Mtd.	OH		
452		2004 Lincoln Welder, MIG255, s/n U1040326096	BH		
453		2007 Lincoln Welder, MIG255C	TH		
462		2003 Kleenline Pressure Washer, KS2004C	BH		
465		2006 Kleenline Pressure Washer, KS2004C	TH		
466		2007 Kleenline Pressure Washer, KS2004C	OH		
480		2007 Dewalt Chop Saw, DW871, s/n 534721	TR		
481		2007 Dewalt Chop Saw, DW871, s/n 534733	OH		
485		2013 Makita Cut off Saw w/cart, EK7301	OH		
486		2007 Makita Power Cut-off Saw, DPC7311	OH		
487		2007 Makita Power Cut-off Saw, DPC7311	OH		
488		2005 Deuscham JackHammer(pneumatic),90# unit, s/n5151	OH	0.36	1.00
489		2001 Stihl Pavement Saw, TS400	OH	0.31	0.69
490		2017 Makita EK7301, Power Cut-off Saw			
491		2017 Makita EK7301, Power Cut-off Saw			
492		2006 Dewalt Chop Saw, DW870, s/n 97085	BH		
493		2006 Dewalt Chop Saw, DW870, s/n 97645	TH		
500		2008 Sheet Metal Shear, Mod H-6014	S		
501		2016 MI-T-M,HSE-2504-OM10,PressureWasher,Hot, 2.8gpm	OH	2.43	4.27
502		2016 MI-T-M,HSE-2504-OM10,PressureWasher,Hot, 2.8gpm	BH	2.43	4.27
503		2016 MI-T-M,HSE-2504-OM10,PressureWasher,Hot, 2.8gpm	TH	2.43	4.27
504		2015 Miller Plasma Cut, Spectru	S		
505		Tsurumi Generator, EB6500S	S		
515		1999 Honda EB6500S, Elec. Generator, s/n 1038320	OH		
516		2013 Rolair Air Compressor, s/n 13042763	BH		
530		2000 Earthway 81-7164 Broadcast Spreader, 3ZC22-0041	OH		
531		2015 Bartell BR3570, Rev Plate Tamper, 7,850 lb/f	OH	3.80	7.17
532		2015 Bartell BR3570, Rev Plate Tamper, 7,850 lb/f	BH	3.80	7.17



533	2015 Bartell BR3570, Rev Plate Tamper, 7,850 lb/f	TH	3.80	7.17
534	2016 Bartell BCF1570, Forward Plate Compactor			
535	1996 MBW Tamper w/5.5hp Honda Eng. AP2000H	OH	1.63	2.60
537	2008 Stone Plate Tamper, SFP3000A, s/n422007013	BH	1.63	2.60
538	1997 MBW Plate Tamper w/Honda Eng AP200H	TH	1.63	2.60
539	2000 MBW Plate Tamper w/Honda Eng AP200H	OH	1.63	2.60
540	2000 Wacker Tamper BPU2950A, 9hp w/Honda Eng,	OH	1.63	2.60
541	2001 Wacker Tamper BPU2950A	BH	1.63	2.60
543	2002 Wacker Plate Tamper BPU2950	TH	1.63	2.60
562	2001 Coats Tire Changer, 8000A			
563	2016 Coats, HD Tire machine, CHD9043	OH		
570	2007 Heli Forklift CPYD25, Triplex Mast 85.7"1/192"	TR	6.70	10.98
575	2003 Gray H.D. Jack, HTCJ-200m s/n 902001351	OH		
576	2009 Gray Service Jack, TSL-50	OH		
577	2009 Gray Service Jack, TSL-50	OH		
581	2009 SnoGo, WK-800, Loader Mtd. Snowblower only, s/n08996	OH	23.84	36.71
701	2017 Stihl BG 86, Handheld Leaf Blower			
702	2017 Stihl BG 86, Handheld Leaf Blower			
703	2017 Stihl BG 86, Handheld Leaf Blower			
704	2017 Stihl BG 86, Handheld Leaf Blower			
801	2001 Stone Concrete Mix, 65CM, s/n4200218, Trl. Mtd. To 6cf	OH	6.46	10.81
810	2015 Husquevara Chainsaw, 555, 20"	OH	1.49	2.02
811	2015 Husquevara Chainsaw, 555, 20"	OH	1.49	2.02
812	2015 Husquevara Chainsaw, 555, 20"	OH	1.49	2.02
813	2015 Husquevara Chainsaw, 555, 20"	BH	1.49	2.02
814	2015 Husquevara Chainsaw, 555, 20"	BH	1.49	2.02
815	2015 Husquevara Chainsaw, 555, 20"	BH	1.49	2.02
816	2015 Husquevara Chainsaw, 555, 20"	TH	1.49	2.02
817	2015 Husquevara Chainsaw, 555, 20"	TH	1.49	2.02
818	2015 Husquevara Chainsaw, 555, 20"	TH	1.49	2.02
819	2015 Husquevara Chainsaw, 555, 20"	S	1.49	2.02
820	2015 Husquevara Chainsaw, 555, 20"	OH	1.49	2.02
821	2015 Husquevara Chainsaw, 555, 20"	OH	1.49	2.02
822	2015 Husquevara Chainsaw, 555, 20"	S	1.49	2.02
824	2015 Husquevara Chainsaw, 395XP, 36"	OH	1.49	2.02
825	2015 Husquevara Chainsaw, 395XP, 36"	BH	1.49	2.02
826	2015 Husquevara Chainsaw, 395XP, 36"	TH	1.49	2.02
827	2015 Husquevara Chainsaw, 445, 16"	OH	0.91	1.19
828	2015 Husquevara Chainsaw, 445, 16"	OH	0.91	1.19
829	2015 Husquevara Chainsaw, 445, 16"	BH	0.91	1.19
830	2015 Husquevara Chainsaw, 445, 16"	BH	0.91	1.19
831	2015 Husquevara Chainsaw, 445, 16"	TH	0.91	1.19
832	2015 Husquevara Chainsaw, 445, 16"	TH	0.91	1.19
833	2015 Husquevara Trimmer, WE525LS	OH	0.19	0.89
834	2015 Husquevara Trimmer, WE525LS	BH	0.19	0.89
835	2015 Husquevara Trimmer, WE525LS	TH	0.19	0.89

921		2000 Aquatech Sewer Jet, Trl Mtd, ("F" rated tires-11,300 GVW HighPressure 600 gal cap@8.25#/gal, D, SJ600P	OH	5.83	11.73
929		1997 Honda HPT2 Trash Pump, s/n HR3420241		3.30	4.13
931		2008 MMD NPH-2T Trash Pump, s/n 0564049		3.30	4.13
933		2012 Finn Hydroseeder, Mod T90T, 14,700 GVW, Trl. Mtd.	OH	11.73	18.78
1000		2016 Premier Trailer P5121	B&G		
2010	AD2537	2001 Ford, 6 man crew cab, 17,500 GVW, 4x2, G, 290hp	TR	20.34	25.06
2011	AD2348	2000 Ford, Stak, crew cab, 17,500 GVW, 4x2, D	TR	19.33	27.97
2012	AD2157	2001 Ford, 6 man crew cab, 17,500 GVW, 4x2, G, 290hp (Rail Trk)	BH	20.34	25.06
2014	AD2199	1999 Inter, Dump, 6 man cab, 25,500 GVW, 4x2, D, 175hp	OH	19.65	29.22
2015	AD1917	1999 Inter, Dump, 6 man cab, 25,500 GVW, 4x2, D, 175hp	BH	19.65	29.22
2016	AD1907	1999 Inter, Dump 6 man cab, 25,500 GVW, 4x2, D, 210hp	TH	19.65	29.22
2018	AD2738	2006 Ford, S-Duty Stak Rack, 17,500 GVW, 4x2, D, 325hp w/compressor, 60cfm	TR	27.19	38.82
2020	AD2732	2014 Ford, F550, P/U, 19,000 GVW, 4x2, D	OH	15.90	22.83
2021	AD2920	2014 Ford, F550, P/U, 19,000 GVW, 4x2, D	OH	15.90	22.83
2022	AD2913	2009 GMC, Dump, 19,500 GVW, 4x2, D, 330hp	BH	19.33	27.97
2023	AD2916	2009 GMC, Dump, 19,500 GVW, 4x2, D	BH	19.33	27.97
2024	AD2752	2009 GMC, Dump, 19,500 GVW, 4x2, D	OH	19.33	27.97
2025	AD2923	2009 GMC, Dump, 19,500 GVW, 4x2, D	TH	19.33	27.97
2026	AD2925	2009 GMC, Dump, 19,500 GVW, 4x2, D	TH	19.33	27.97
2031	AW1533	2014 Inter, Dump CrewCab w/Toolbox, 27,500GVW,4x2, D	OH	22.39	34.12
2032	AW1536	2014 Inter, Dump CrewCab w/Toolbox, 27,500GVW,4x2, D	BH	22.39	34.12
2033	AW1534	2014 Inter, Dump CrewCab w/Toolbox, 27,500GVW,4x2, D	TH	22.39	34.12
2036	AD2578	1996 Inter, crew cab, 21,500 GVW, 4x2, D, 170hp	OH	19.33	27.97
2037	AD2918	1996 Inter, crew cab, 21,500 GVW, 4x2, D, 170hp	TH	19.33	27.97
2038	AD1909	1996 Inter, crew cab, 21,500 GVW, 4x2, D, 170hp	BH	19.33	27.97
2041	AD2601	2005 Ford, 6 man cab, 17,500 GVW, 4x2, D, 325 hp	OH	19.33	27.97
2042	AD1925	2005 Ford, 6 man cab, 17,500 GVW, 4x2, D, 325 hp	BH	19.33	27.97
2043	AD1914	2005 Ford, 6 man cab, 17,500 GVW, 4x2, D, 325 hp	TH	19.33	27.97
2521	AD2359	1994 Chev, C3500HD, 15,000 GVW, 4x2, D (Shop Truck)	TH	19.33	27.97
2522	AD2932	2008 Ford F550, Pickup, Service Truck w/TrkMtdCrane 5T Cap. 19,500GVW,4x4, D	OH-M	18.39	29.99
2527		OPEN			
2532		OPEN			
2541	AF3165	2004 Ford, F250XL, 1-1/2 ton, 8,800 GVW, 4x2, G, 260hp	OH	10.73	15.25

2542	AM6499	2004 Ford, F250XL, 1-1/2 ton, 8,800 GVW, 4x2, G, 260hp	BH	10.73	15.25
2543	AF3167	2004 Ford, F250XL, 1-1/2 ton, 8,800 GVW, 4x2, G, 260hp	TH	10.73	15.25
2551	AD2391	2005 Ford, F250, 3/4 ton, 8,800 GVW, 4x2, G, 300hp	OH	10.73	15.25
2552	AD2383	2005 Ford, F250, 3/4 ton, 8,800 GVW, 4x2, G, 300hp	BH	10.73	15.25
2553		OPEN	TH		
2800		2008 Schumacher Battery Charger, 6-12-24 volt, wheeled unit w/fan & Boost Start	OH		
2809		2008 DSR Corp Jump Pack, Mod PSJ4424	BH		
2811		2007 Portable Jump Start Paks	TH		
2812		1995 Wood Chuck Chipper, WC/17, 80hp, 12"	BH	13.66	20.28
2813		1995 Wood Chuck Chipper, WC/17, 80hp, 12"	TH	13.66	20.28
2815		2006 Portable Jump Start Paks	OH		
2816		1995 Associated Battery Charger, 6001A	M		
2817	K94309	1994 Carlton Stump Grinder, #7200	TH	24.39	36.21
2818		1995 Wood Chuck Chipper, WC/17, 80hp, 10"-12"	OH	13.66	20.28
2819	AD1896	2006 Carlton Stump Grinder, #7500	BH	24.39	36.21
2821		2015 Terex Tac 770, Drum Style Wood Chipper, Trl.Mtd.,9" cap	OH	12.94	22.17
2822		2015 Terex Tac 770, Drum Style Wood Chipper, Trl.Mtd.,9" cap	BH	12.94	22.17
2823		2015 Terex Tac 770, Drum Style Wood Chipper, Trl.Mtd.,9" cap	TH	12.94	22.17
2825		1998 Barber-Green Road Widener, BG730 w/rear broom Ser #1X100230, 10' width, 150hp	OH	40.83	80.37
2831	AD1916	2003 Brush Bandit, Mod 280, 110hp, 18"	OH	20.07	28.68
2832	AD2231	2003 Brush Bandit, Mod 280, 110hp, 18"	BH	20.07	28.68
2833	AD2217	2003 Brush Bandit, Mod 280, 110hp, 18"	TH	20.07	28.68
3817		1977 Western, Roller, 2T, R2000, G, 6-8 tons	OH	10.22	17.57
4001		2017 Stihl HT 133, Pole Pruner	OH		
4002		2017 Stihl HT 133, Pole Pruner	OH		
4003		2017 Stihl HT 133, Pole Pruner	BH		
4004		2017 Stihl HT 133, Pole Pruner	BH		
4005		2017 Stihl HT 133, Pole Pruner	TH		
4006		2017 Stihl HT 133, Pole Pruner	TH		
4007		2017 Stihl HT 133, Pole Pruner	S		
4008		2017 Stihl HT 133, Pole Pruner	S		
4013	AD1901	1994 Ford Backhoe 555D, 14,100 GVW, 65hp, Wh.Mtd., D, Ser #A427195 (Tractor Loader)	OH	19.94	31.07
4015		OPEN			
4023		1983 John Deere 301A 2.mower	TH	15.75	22.92
4026	AD2344	2000 New Holland Tractor w/Alamo Interstate Side Mower, Mo. IS74-R & Alamo Rear Mower Mod. 60103	BH	19.91	34.38

4040	AF5119	2000 New Holland Tractor w/Alamo Interstate Side Mower, Mo. IS74-R & Alamo Rear Mower Mod. 60103	OH	19.91	34.38
4043	AD2330	2000 New Holland Tractor w/Alamo Interstate Side Mower, Mo. IS74-R & Alamo Rear Mower Mod. 60103	OH	19.91	34.38
4044	AF5120	2000 New Holland Tractor w/Alamo Interstate Side Mower, Mo. IS74-R & Alamo Rear Mower Mod. 60103	TH	19.91	34.38
4048	AF5123	2000 New Holland Tractor w/Alamo Interstate Side Mower, Mo. IS74-R & Alamo Rear Mower Mod. 60103	BH	19.91	34.38
4051	AF5121	2000 New Holland Tractor w/Alamo Interstate Side Mower, Mo. IS74-R & Alamo Rear Mower Mod. 60103	TH	19.91	34.38
4054		1990 John Deere, Rot. Mower, 14hp, 46" cut	TH	15.75	25.75
4056		1996 Ferris Procut 2220, 3x2 Riding Mower/Tractor	OH	15.75	25.75
4061		1996 Homelite Weedeater D630CD, 16" Cut	BH		
4066		1996 Homelite Weedeater D630CD, 16" Cut			
4075		2001 Alamo GrassKing 62" Trac. Mtd. Mod GK62			
4083		1999 Homelite String Trim D825CA, HT3171480	TH		
4084		1999 Homelite String Trim D825CA, HT3171477	TH		
4085		1999 Homelite String Trim D825CA, HT3171485	TH		
4089		2013 Stihl Polesaw, 291146362	TR	0.17	1.00
4096		2005 Stihl Polesaw, HT101, 264429672	S	0.17	1.00
4102		2000 Stihl Weedeater, FS46, s/n 45035097	BH		
4200		2013 Stihl Polesaw, s/n 294851421	OH	0.17	1.00
4201		2013 Stihl Polesaw, s/n 291832779	BH	0.17	1.00
4203		2013 Stihl Polesaw, s/n 294851428	TH	0.17	1.00
4411		1995 Miller Regency, Welder-Wir, s/n JK542870Lower	OH		
4412		1989 Hypertherm Plasma Cutter, Mod 05718, s/n 60-7245?	OH		
4413		2010 Hypertherm Plasma Cutter, Powermax, s/n 45-016216	OH		
4904		2002 Husquevara Chainsaw, Mod 357, s/n 02-1700308	OH	1.49	2.02
4905		2002 Husquevara Chainsaw, Mod 357, s/n 02-1700395	BH	1.49	2.02
4906		2002 Husquevara Chainsaw, Mod 55, s/n 02-1700501	OH	1.49	2.02
4907		2004 Husquevara Chainsaw, Mod 357xp, s/n 043200293	S	1.49	2.02
4913		2008 Husquevara Chainsaw, 359, 18", s/n 082700178	OH	1.49	2.02

4915	2008 Husquevara Chainsaw, 359, 18", s/n 082700296	BH	1.49	2.02
4917	2008 Husquevara Chainsaw, 359, 18", s/n 082700421	TH	1.49	2.02
4924	2009 Husquevara Chainsaw	OH	0.91	1.19
4925	2009 Husquevara Chainsaw	OH	0.91	1.19
4926	2009 Husquevara Chainsaw	BH	0.91	1.19
4927	2009 Husquevara Chainsaw	BH	0.91	1.19
4928	2009 Husquevara Chainsaw	TH	0.91	1.19
4929	2009 Husquevara Chainsaw	TH	0.91	1.19
4965	1995 Husquevara Chainsaw, 266XP, 20", s/n 8140304	TH	1.49	2.02
4966	1995 Husquevara Chainsaw, 266XP, 20", s/n 8132022	BH	1.49	2.02
4978	1997 Husquarna Chainsaw, 262XP, s/n 6210606	BH	1.49	2.02
4979	1997 Husquarna Chainsaw, 262XP, s/n 6230065	TH	1.49	2.02
4980	1997 Husquarna Chainsaw, 262XP, s/n 6230058	TH	1.49	2.02
4981	1997 Husquarna Chainsaw, 262XP, s/n 6210600		1.49	2.02
4985	1998 Husquarna Chainsaw, 394XP, s/n 8500275	TH	1.49	2.02
4988	Husquarna Chainsaw, 371XP, s/n 8320393	TH	1.49	2.02
4995	1995 Husquarna Chainsaw, 266XP, s/n 8131689	TH	1.49	2.02
4998	1998 Husquarna Chainsaw, 3120XP, s/n 0160019	TH	1.49	2.02
4999	1998 Husquarna Polesaw	TH	0.17	1.00
5000	2013 Dewalt Drill Kit, s/n20138PO	TR		
5001	2008 Stihl Pole Pruner, HT101, s/n 276436403	S	0.17	1.00
5002	2013 BluePointWrench, 1" Impact, 4,000rpm, AirPressure90/6	OH		
5004	2012 Stihl Polesaw, HT131, s/n291333932	OH	0.17	1.00
5005	2012 Stihl Polesaw, HT131, s/n291333936	BH	0.17	1.00
5006	2012 Stihl Polesaw, HT131, s/n291333941	TH	0.17	1.00

**Appendix B**

**Code Enforcement**

## **Code Enforcement**

The Code Enforcement shared service scenarios were determined with the use of maps created from data sources that include:

1. Census Data
2. 1203 Annual Report Data
3. NYS Comptroller Annual Financial Reports
4. Phone Surveys of Code Enforcement Officers conducted within the last month
  - a. 9 of the 46 municipalities did not respond or refused to comment
5. Broome County, NY Case Study
  - a. <http://www.gobroomecounty.com/files/planning/Code%20Enforcement%20Study%20Final%20Draft.pdf>
6. Dewitt, NY Case Study
  - a. <http://www.townofdewitt.com/documents/912.pdf>

## **Code Enforcement Shared Services Weighted Score**

The map titled “Code Enforcement Shared Services Weighted Score by Municipality” is an initial step to develop a tool to help municipal officials begin to assess whether or not their respective municipality should look into shared services. When referring to the map, the dark colors indicate a higher score. The higher score means looking at a shared service agreement could benefit the municipality (please refer to the “Code Enforcement Shared Services Score Criteria”). The reasons for sharing will vary between each municipality. The reasoning be found using the Scoring Criteria.

Looking at category 1, the idea was to reward municipalities that have an official shared service agreement. Categories 2-4 refer to how dense or rural the municipality is using census data, Categories 5-8 are grouped to reference development activity and reward those municipalities that complete their reporting. Category 9 refers to the phone survey that was conducted within the last month. Due to the vagueness of the questions the score was not weighted as high but participation created valuable insight and it was used to develop some of the scenarios. Lastly, Categories 10-15 reference the cost/benefit of having a Code Enforcement Official.

This scoring system is a work in progress and would benefit from meetings with Mayors, Town Supervisors and Code Enforcement Officials to expand upon or adjust the scoring criteria. The current method is based upon the best information available.

## Code Enforcement Shared Services Weighted Score

<u>Category and Criteria Points</u>	<u>Total Possible Points: 85</u>
<b>1. Do you have a shared Service Agreement?</b>	<b>Total Category Points: 10</b>
A. Yes	0
B. No	10
<b>2. Population</b>	<b>Total Category Points: 10</b>
A. 1,000 or less	10
B. 1,001-2,500 people	8
C. 2,501-5,000 people	6
D. 5,001-10,000 people	4
E. 10,000 people or more	2
<b>3. Dwelling Units</b>	<b>Total Category Points: 5</b>
A. 500 dwelling units or less	5
B. 501-1,000 dwelling units	4
C. 1,001-3,000 dwelling units	3
D. 3,001-8,000 dwelling units	2
E. More than 8,000 dwelling units	1
<b>4. Dwelling Unit Density</b>	<b>Total Category Points: 5</b>
A. 20 dwelling units or less	5
B. 20.1-50 dwelling units	4
C. 50.1-100 dwelling units	3
D. 100.1-200 dwelling units	2
E. More than 200 dwelling units	1



<b>5. 1203 Annual Report Permit Average per Year (2010-2017)</b>	<b>Total Category Points: 2</b>
A. 10 or less	2
B. 11-25	1.75
C. 26-40	1.5
D. 41-75	1.25
E. 76-100	1
F. 101-200	.75
G. 201-300	.5
H. 300 or more	.25
<b>6. 1203 Annual Report Response Rate (2010-2017)</b>	<b>Total Category Points: 2</b>
A. 0	2
B. 1-20	1.75
C. 21-50	1.5
D. 51-89	1
E. 90-100	.5
<b>7. Census Report Permit Average per Year (1980-2016)</b>	<b>Total Category Points: 3</b>
A. 6 or less	3
B. 7-16	2
C. 17-34	1
<b>8. Census Response Rate (1980-2016)</b>	<b>Total Category Points: 5</b>
A. 11 or less	5
B. 12-46	4
C. 47-70	3
D. 71-94	2
E. 95-100	1

**9. Work Load Indicator Survey**

**Total Category Points: 3**

A. Question 1: How much time does it take to process a permit? .5

- a. 60 hours or more .5
- b. 25-59 hours .4
- c. 15-24 hours .3
- d. 6-14 hours .2
- e. 5 hours or less .1

B. Question 2: How much time does it take to process a violation.5

- a. 70 hours or more .5
- b. 31-69 hours .4
- c. 21-30 hours .3
- d. 11-29 hours .2
- e. 10 hours or less .1

B. Question 3: How many office hours or hours per week do you work? .5

- a. 8 hours or less .5
- b. 9-14 hours .4
- c. 15-19 hours .3
- d. 20-29 hours .2
- e. 30 hours or more .1

C. Question 4: How much contact do you have with citizens per week? .5

- a. 15 hours or less .5
- b. 16-21 hours .4
- c. 22-49 hours .3
- d. 50-100 hours .2

e. 101 hours or more	.1
D. Question 5: Is there a separate zoning enforcement officer?	1
a. N/A No zoning	1
B. Yes	.5
c. No	0

**10. Permits per Official**

**Total Category Points: 5**

A. 7.7 or less	5
B. 7.8-18	4
C. 18.1-40	3
D. 40.1-69	2
E. 69.1 or more	1

**11. Cost per Permit**

**Total Category Points: 10**

A. \$785 or more	10
B. \$511-\$784.99	8
C. \$401-\$510.99	6
D. \$221-400.99	4
E. \$220.99 or 1	2
F. \$0	0

**12. Total Municipalities within a Town Boundary**

**Total Category Points: 10**

A. 4 or more	10
B. 2-3	8
C. 1	6
D. 0	0

**14. Full-Time Officials on Staff**

**Total Category Points: 5**

A. No

5

B. Yes

0

**15. All Part-Time Officials within the Town Boundary**

**Total Category Points: 10**

A. 7 or more

10

B. 5-6

8

C. 3-4

6

D. 1-2

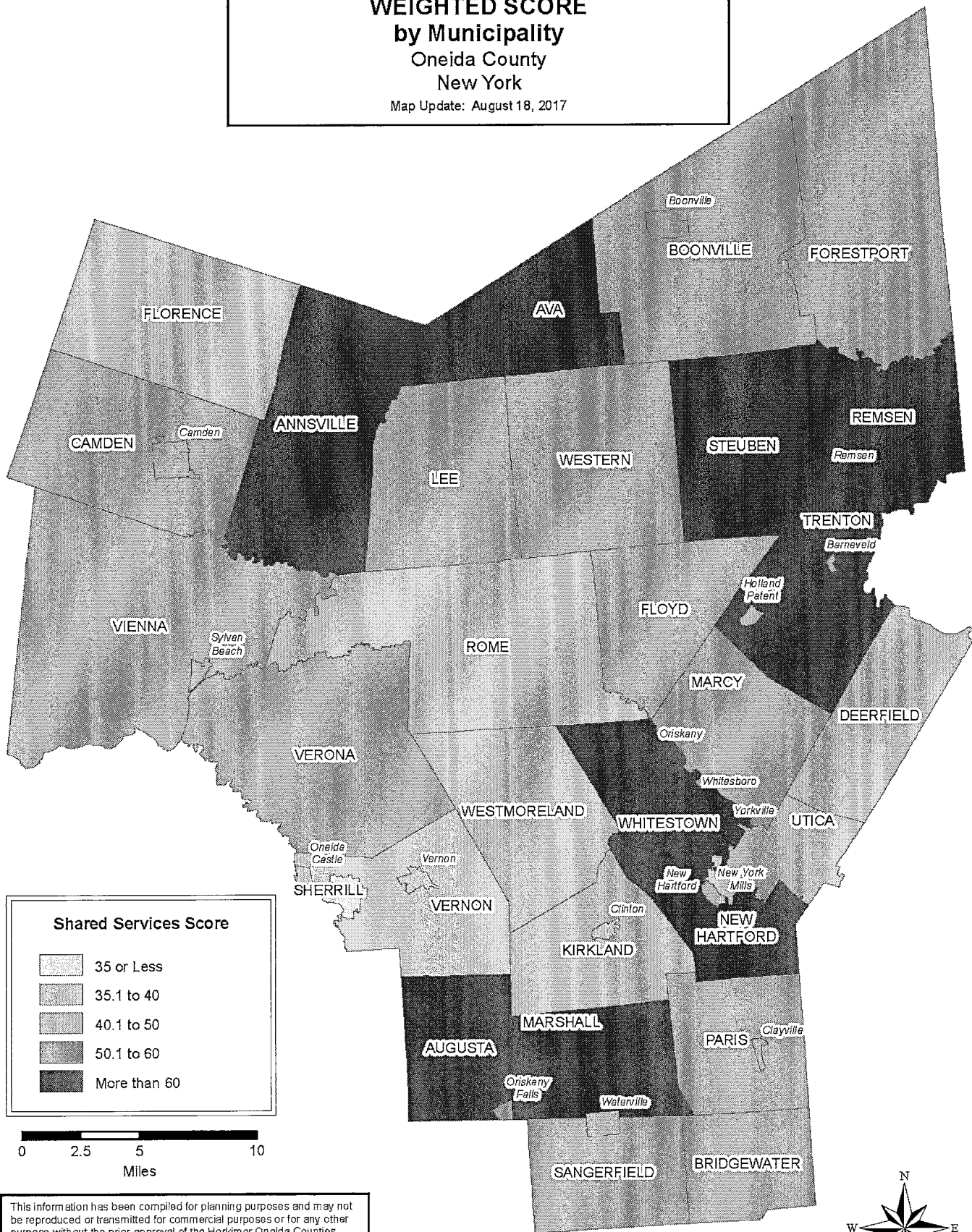
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E. 0






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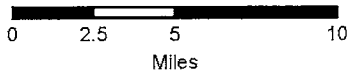
**CODE ENFORCEMENT SHARED SERVICES  
WEIGHTED SCORE  
by Municipality**  
Oneida County  
New York

Map Update: August 18, 2017

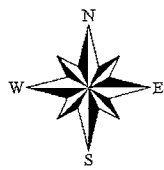


**Shared Services Score**

-  35 or Less
-  35.1 to 40
-  40.1 to 50
-  50.1 to 60
-  More than 60



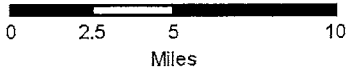
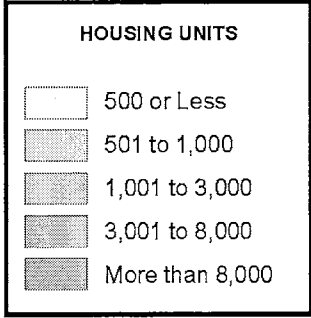
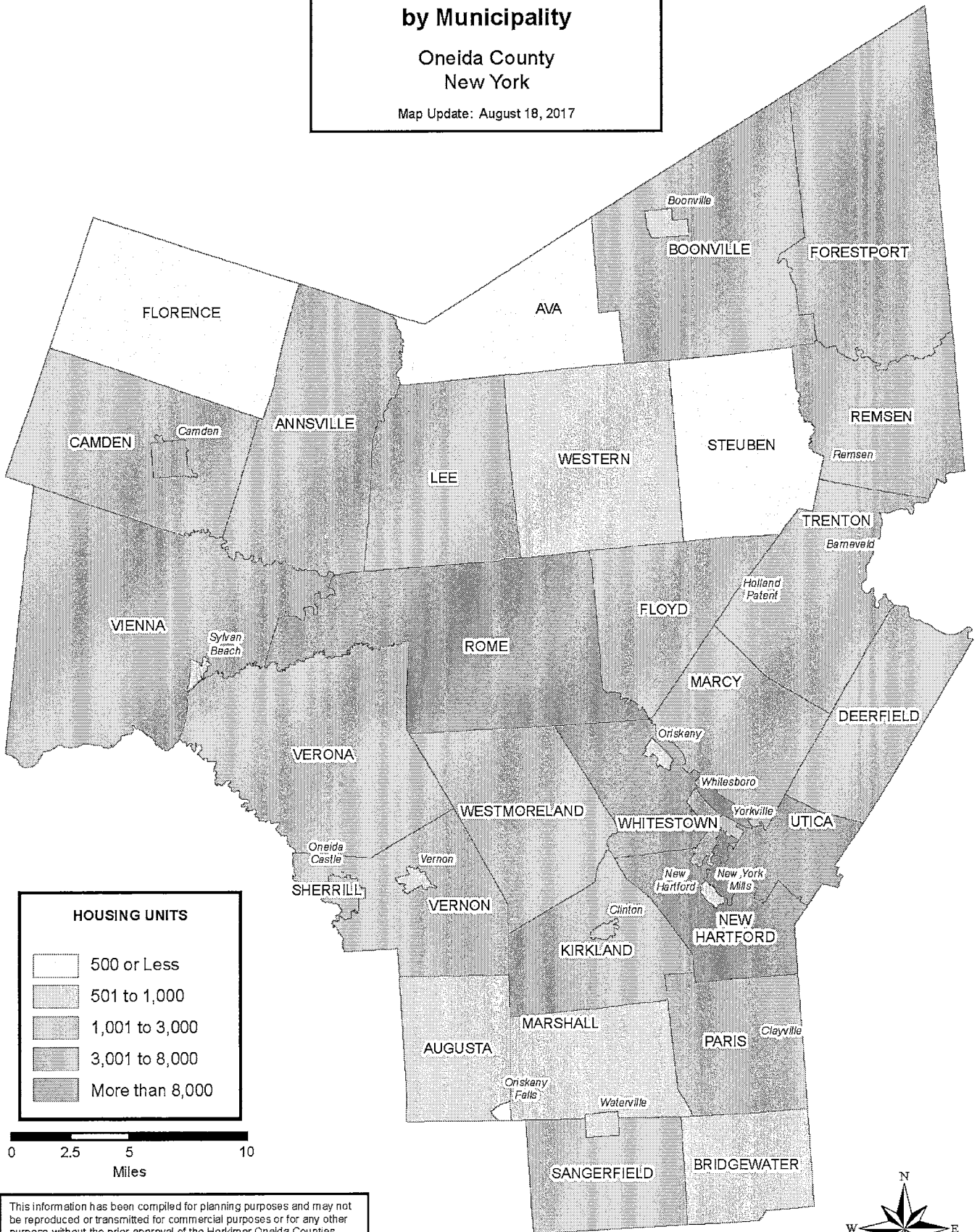
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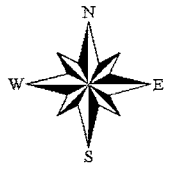
# TOTAL HOUSING UNITS by Municipality

Oneida County  
New York

Map Update: August 18, 2017



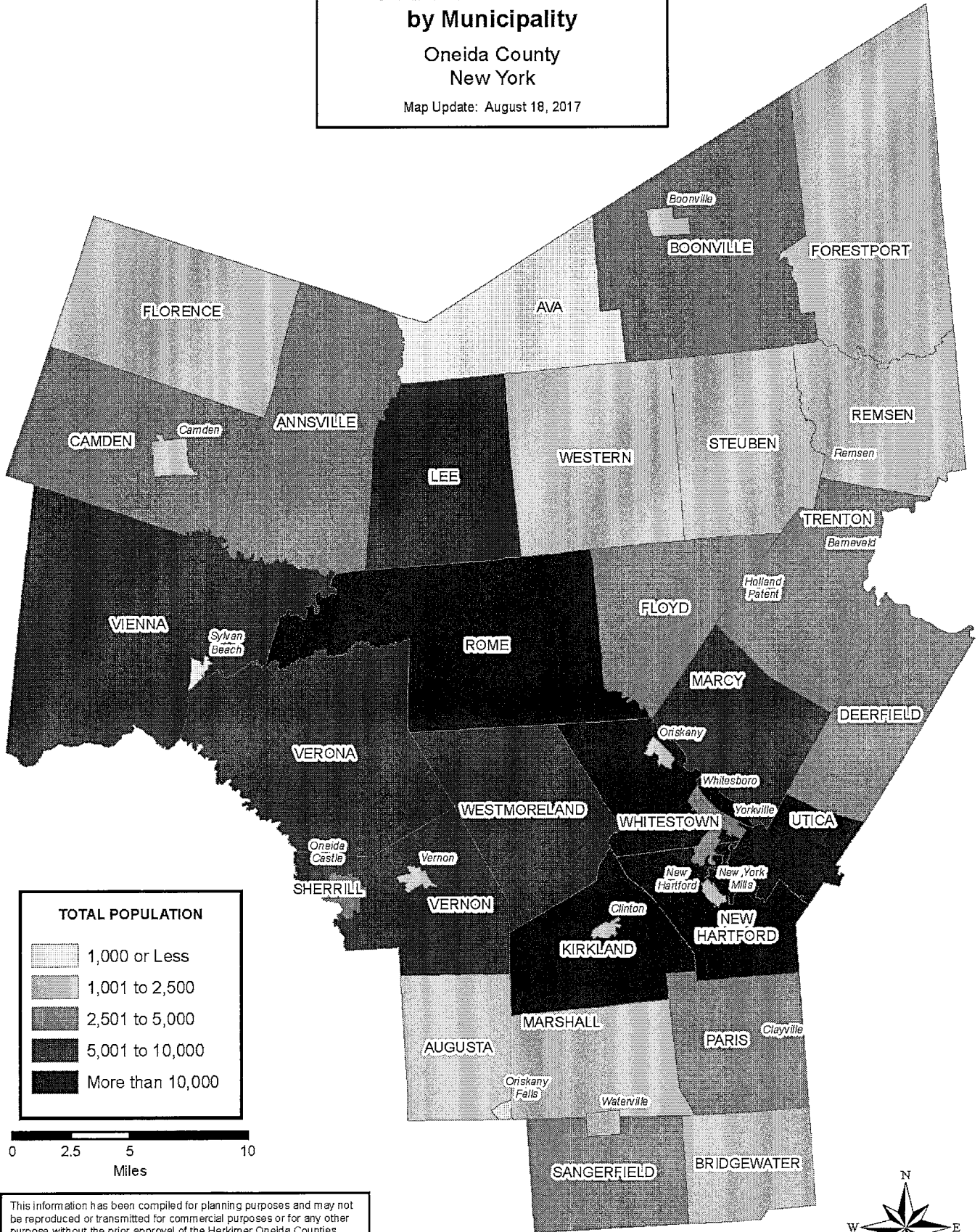
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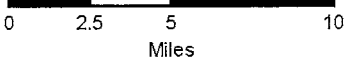
# TOTAL POPULATION by Municipality

Oneida County  
New York

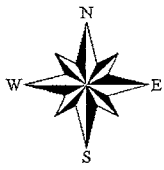
Map Update: August 18, 2017



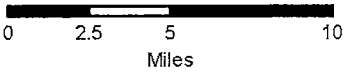
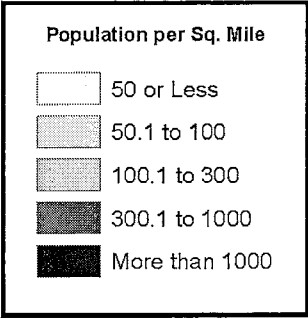
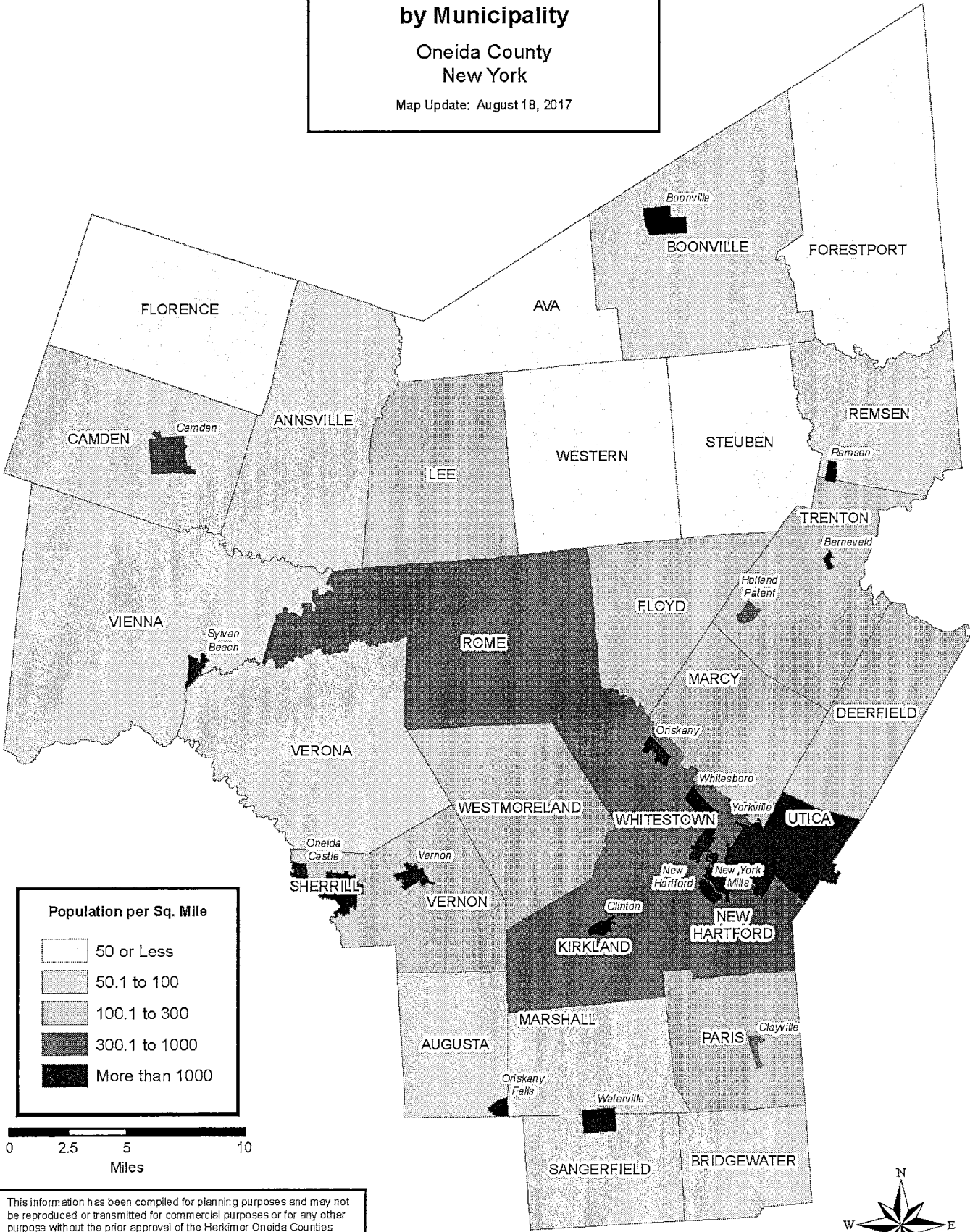
TOTAL POPULATION	
	1,000 or Less
	1,001 to 2,500
	2,501 to 5,000
	5,001 to 10,000
	More than 10,000



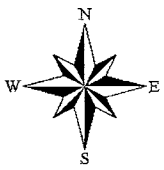
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**POPULATION DENSITY  
by Municipality**  
Oneida County  
New York  
Map Update: August 18, 2017



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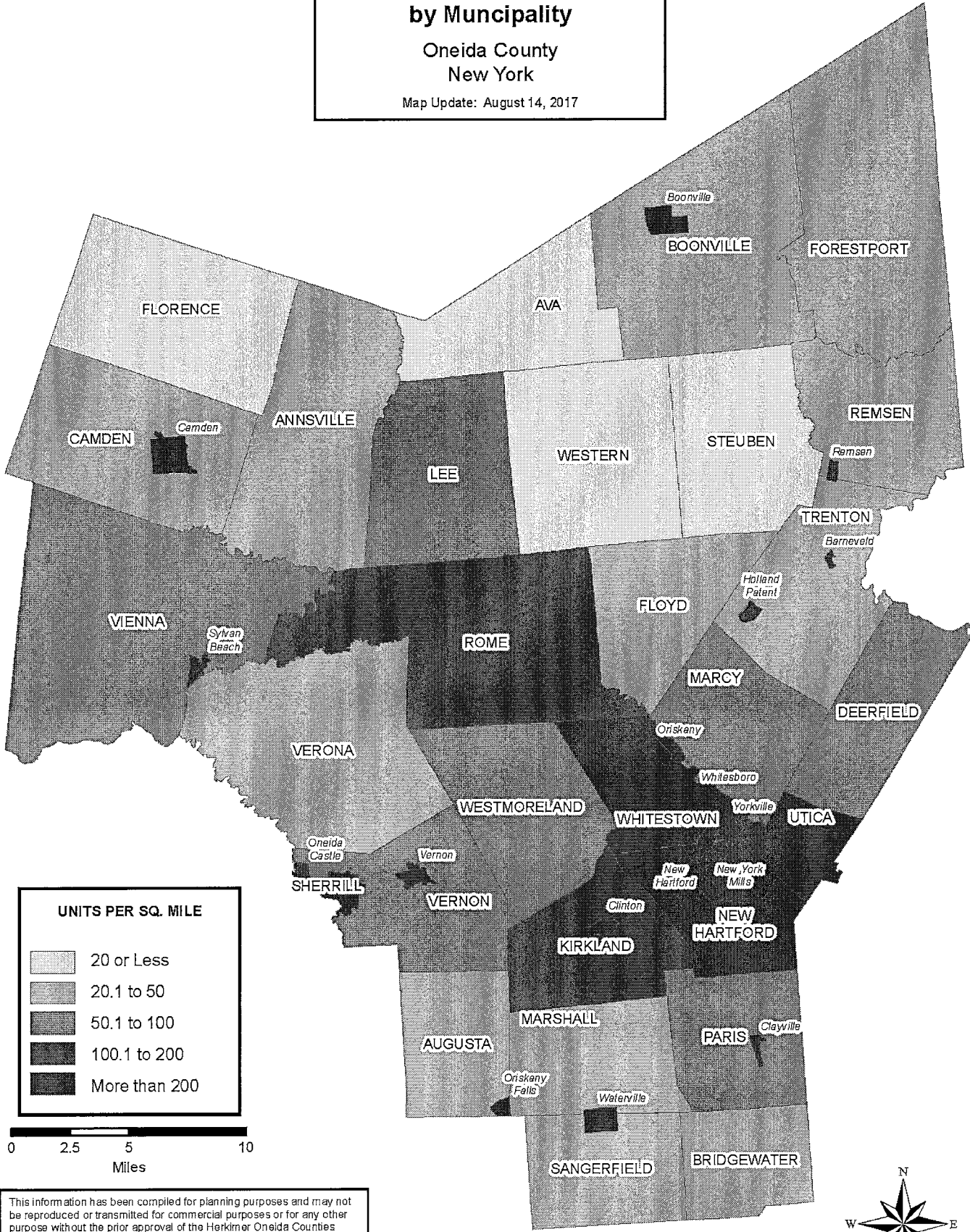




# HOUSING UNIT DENSITY by Municipality

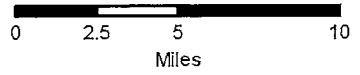
Oneida County  
New York

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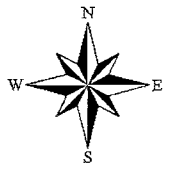


**UNITS PER SQ. MILE**

	20 or Less
	20.1 to 50
	50.1 to 100
	100.1 to 200
	More than 200



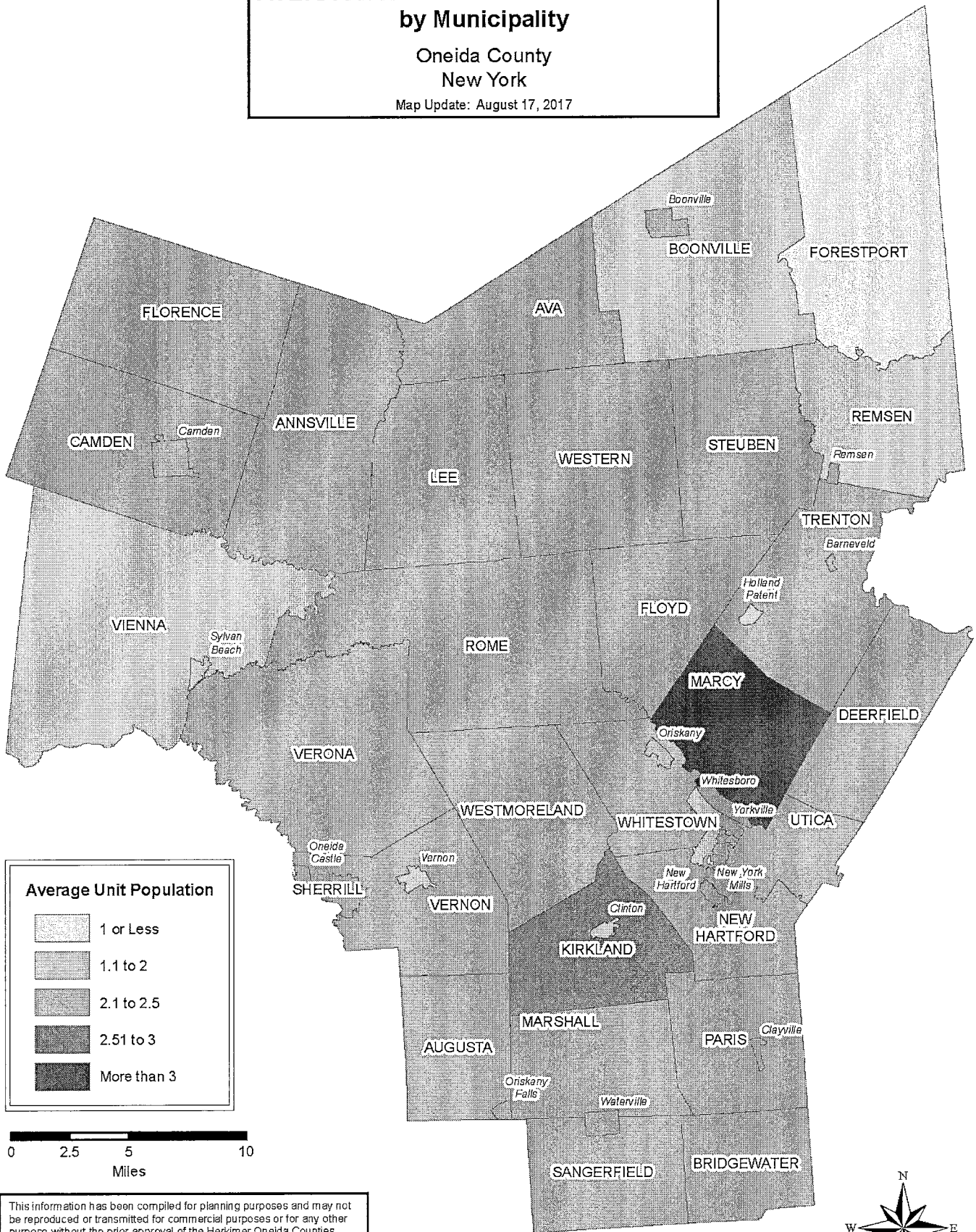
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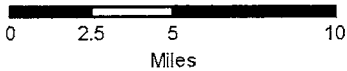
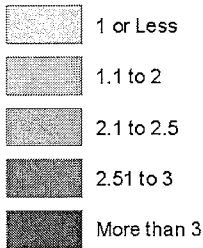
# AVERAGE HOUSING UNIT POPULATION by Municipality

Oneida County  
New York

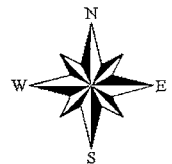
Map Update: August 17, 2017

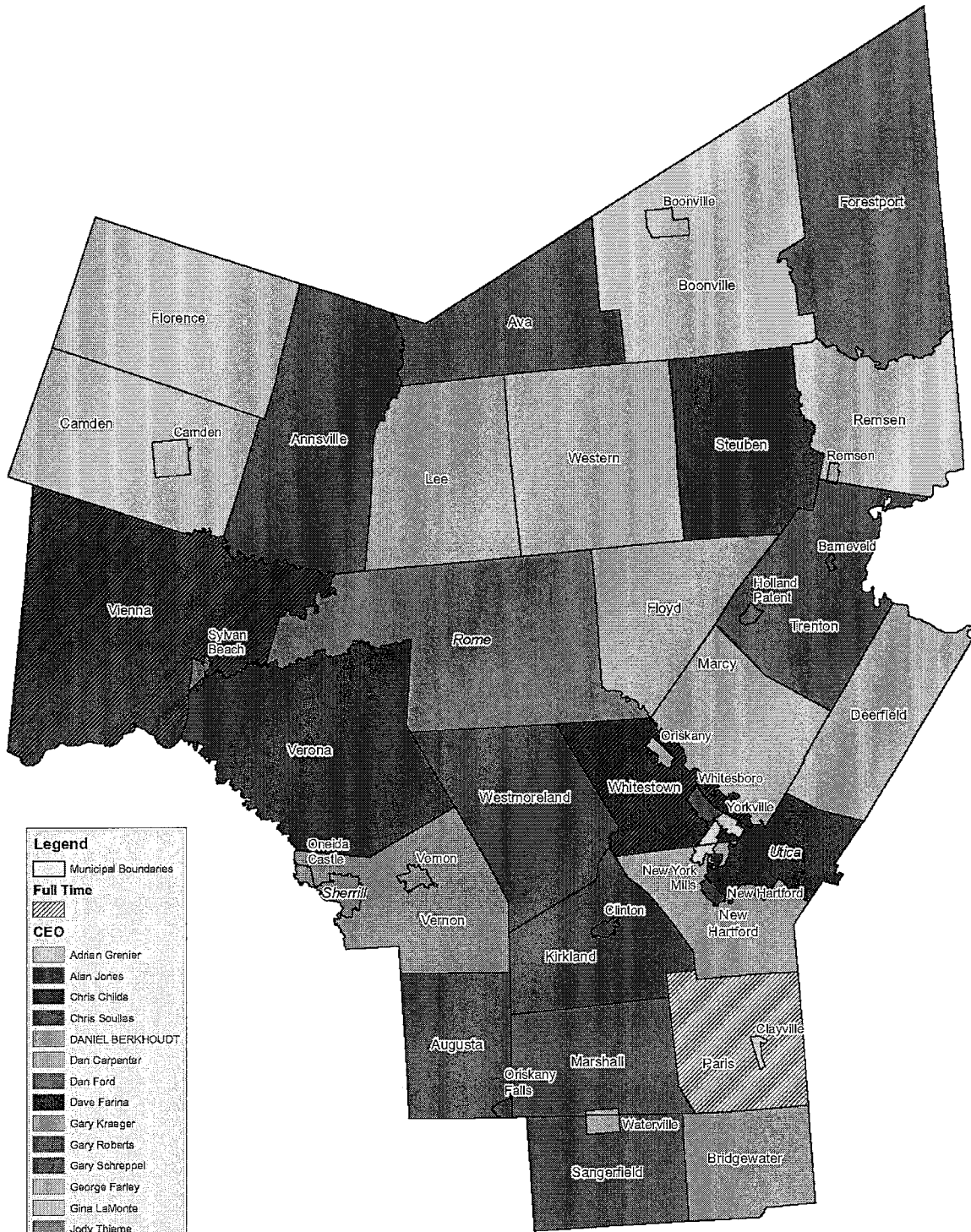


## Average Unit Population



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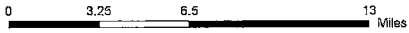


Legend	
	Municipal Boundaries
	Full Time
CEO	
	Adrian Grenier
	Alan Jones
	Chris Childe
	Chris Soules
	DANIEL BERKHOUDT
	Dan Carpenter
	Dan Ford
	Dave Farina
	Gary Kraeger
	Gary Roberts
	Gary Schreppel
	George Farley
	Gina LaMonte
	Jody Thieme
	John Constas
	John Porter
	Joseph A. Booth
	Joseph Muller
	Joseph Pfeiffer Jr
	Kenneth Cutler
	Kevin Griffin
	Lance Hofert
	Mark Domenico
	Mikel Buczkowski
	Patrick Baron
	Phil Husted
	Randy Foley
	Tyler Henry
	Vito Piemonte
	William Brown



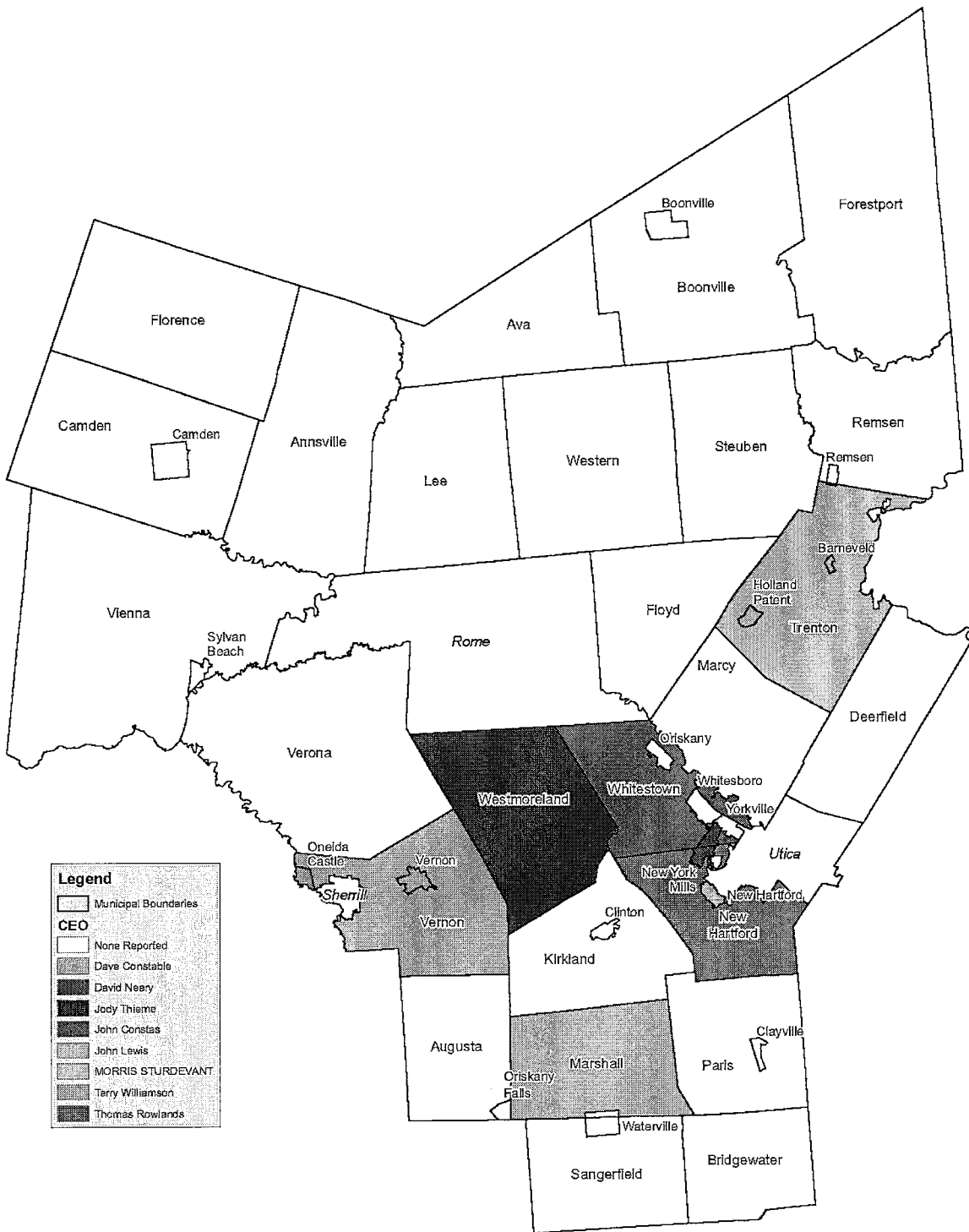
# 1st Code Enforcement Officer

1 inch = 2 miles



Date: 7/12/17

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Legend	
	Municipal Boundaries
	None Reported
	Dave Constable
	David Neery
	Jocoy Thierre
	John Conetas
	John Lewis
	MORRIS STURDEVANT
	Terry Williamson
	Thomas Rowlands



## 2nd Code Enforcement Officer

1 inch = 2 miles






Date: 7/12/17

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**Legend**

-  Municipal Boundaries
- CEO**
-  None Reported
-  Tony Klimek



## 3rd Code Enforcement Officer

1 inch = 2 miles



Date: 7/12/17

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## Village and Town Code Enforcement Sharing

\*Note this data is based on the best available and totals may not match tax calculations

### Joint Town Code Enforcement Augusta and Oriskany Falls

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Augusta	\$13,405.00	\$10,053.75	(\$3,351.25)
Oriskany Falls	\$7,960.54	\$5,970.41	(\$1,990.14)
<b>Total</b>	<b>\$21,365.55</b>	<b>\$16,024.16</b>	<b>(\$5,341.39)</b>

### Joint Town Code Enforcement Barneveld, Holland Patent and Trenton

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Trenton	\$38,302.78	\$28,727.08	(\$9,575.69)
Barneveld	\$645.84	\$484.38	(\$161.46)
Holland Patent	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$38,948.62</b>	<b>\$29,211.47</b>	<b>(\$9,737.16)</b>

### Joint Town Code Enforcement Boonville (T) and Boonville (V)

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Boonville (T)	\$25,855.41	\$19,391.56	(\$6,463.85)
Boonville (V)	\$7,699.50	\$5,774.63	(\$1,924.88)
<b>Total</b>	<b>\$33,554.91</b>	<b>\$25,166.19</b>	<b>(\$8,388.73)</b>

### Joint Town Code Enforcement Camden (T), Camden (V)

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Camden (T)	\$8,016.38	\$6,012.29	(\$2,004.10)
Camden (V)	\$29,110.20	\$21,832.65	(\$7,277.55)
<b>Total</b>	<b>\$37,126.58</b>	<b>\$27,844.94</b>	<b>(\$9,281.65)</b>

### Joint Town Code Enforcement Clayville and Paris

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Paris	\$65,059.47	\$48,794.60	(\$16,264.87)
Clayville	\$3,123.05	\$2,342.29	(\$780.76)
<b>Total</b>	<b>\$68,182.52</b>	<b>\$51,136.89</b>	<b>(\$17,045.63)</b>

### Joint Town Code Enforcement Marshall and Waterville

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Marshall	\$18,775.60	\$14,081.70	(\$4,693.90)
Waterville	\$8,740.77	\$6,555.58	(\$2,185.19)
<b>Total</b>	<b>\$27,516.37</b>	<b>\$20,637.28</b>	<b>(\$6,879.09)</b>

<b>Joint Town Code Enforcement New Hartford (T) and New Hartford (V)</b>			
<b>Municipality</b>	<b>Current Cost</b>	<b>Projected Cost After Sharing</b>	<b>25% Net Savings</b>
<b>New Hartford (T)</b>	<b>\$284,432.93</b>	<b>\$213,324.70</b>	<b>(\$71,108.23)</b>
New Hartford (V)	\$11,107.00	\$8,330.25	(\$2,776.75)
<b>Total</b>	<b>\$295,539.93</b>	<b>\$221,654.95</b>	<b>(\$73,884.98)</b>

**Joint Town Code Enforcement Oriskany, New York Mills, Whitesboro, Whitestown and Yorkville**

<b>Municipality</b>	<b>Current Cost</b>	<b>Projected Cost After Sharing</b>	<b>25% Net Savings</b>
<b>Whitestown</b>	<b>\$89,755.00</b>	<b>\$67,316.25</b>	<b>\$(22,438.75)</b>
Oriskany	\$6,870.10	\$5,152.58	\$(1,717.53)
New York Mills	\$12,055.72	\$9,041.79	\$(3,013.93)
Yorkville	\$11,322.12	\$8,491.59	\$(2,830.53)
Whitesboro	\$28,008.36	\$21,006.27	\$(7,002.09)
<b>Total</b>	<b>\$148,011.30</b>	<b>\$ 111,008.48</b>	<b>(\$37,002.83)</b>

**Joint Town Code Enforcement Remsen (T) and Remsen (V)**

<b>Municipality</b>	<b>Current Cost</b>	<b>Projected Cost After Sharing</b>	<b>25% Net Savings</b>
<b>Remsen (T)</b>	<b>\$11,115.21</b>	<b>\$8,336.41</b>	<b>(\$2,778.80)</b>
Remsen (V)	\$2,030.00	\$1,522.50	(\$507.50)
<b>Total</b>	<b>\$13,145.21</b>	<b>\$9,858.91</b>	<b>(\$3,286.30)</b>

**Joint Town Code Enforcement Sangerfield and Waterville**

<b>Municipality</b>	<b>Current Cost</b>	<b>Projected Cost After Sharing</b>	<b>25% Net Savings</b>
<b>Sangerfield</b>	<b>\$8,591.57</b>	<b>\$6,443.68</b>	<b>(\$2,147.89)</b>
Waterville	\$8,740.77	\$6,555.58	(\$2,185.19)
<b>Total</b>	<b>\$17,332.34</b>	<b>\$12,999.26</b>	<b>(\$4,333.09)</b>

**Joint Town Code Enforcement Sylvan Beach and Vienna**

<b>Municipality</b>	<b>Current Cost</b>	<b>Projected Cost After Sharing</b>	<b>25% Net Savings</b>
<b>Vienna</b>	<b>\$ 68,672.36</b>	<b>\$51,504.27</b>	<b>\$ (17,168.09)</b>
Sylvan Beach	\$36,531.42	\$27,398.56	\$(9,132.85)
<b>Total</b>	<b>\$105,203.78</b>	<b>\$78,902.83</b>	<b>(\$26,300.94)</b>

## Town and Town Code Enforcement Sharing

\*Note this data is based on the best available and totals may not match tax calculations

### Joint Town Code Enforcement Annsville and Florence

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Annsville	\$22,000.85	\$16,500.64	(\$5,500.21)
Florence	\$9,034.52	\$6,775.89	(\$2,258.63)
<b>Total</b>	<b>\$31,035.37</b>	<b>\$23,276.52</b>	<b>(\$7,758.84)</b>

### Joint Town Code Enforcement Ava and Lee

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Lee	\$19,403.39	\$14,552.54	(\$4,850.85)
Ava	\$1,293.56	\$970.17	(\$323.39)
<b>Total</b>	<b>\$20,696.95</b>	<b>\$15,522.71</b>	<b>(\$5,174.24)</b>

### Joint Town Code Enforcement Deerfield, Floyd and Marcy

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Marcy	\$145,690.90	\$109,268.17	(\$36,422.72)
Deerfield	\$37,235.30	\$27,926.48	(\$9,308.83)
Floyd	\$48,545.62	\$36,409.22	(\$12,136.41)
<b>Total</b>	<b>\$231,471.82</b>	<b>\$173,603.87</b>	<b>(\$57,867.96)</b>

### Joint Town Code Enforcement Steuben and Western

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Western	\$5,808.24	\$4,356.18	(\$1,452.06)
Steuben	\$10,914.59	\$8,185.94	(\$2,728.65)
<b>Total</b>	<b>\$16,722.82</b>	<b>\$12,542.12</b>	<b>(\$4,180.71)</b>

### Joint Town Code Enforcement Westmoreland and Verona

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Westmoreland	\$30,828.75	\$23,121.57	(\$7,707.19)
Verona	\$62,283.66	\$46,712.75	(\$15,570.92)
<b>Total</b>	<b>\$93,112.42</b>	<b>\$69,834.31</b>	<b>(\$23,278.10)</b>



## Joint Code Enforcement Among Mixed Municipal Classes

\*Note this data is based on the best available and totals may not match tax calculations

### Joint Town Code Enforcement Augusta, Marshall, Oriskany Falls, Sangerfield and Waterville

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Marshall	\$18,775.60	\$14,081.70	(\$4,693.90)
Augusta	\$13,405.00	\$10,053.75	(\$3,351.25)
Oriskany Falls	\$7,960.54	\$5,970.41	(\$1,990.14)
Sangerfield	\$8,591.57	\$6,443.68	(\$2,147.89)
Waterville	\$8,740.77	\$6,555.58	(\$2,185.19)
<b>Total</b>	<b>\$57,473.49</b>	<b>\$43,105.12</b>	<b>(\$14,368.37)</b>

### Joint Town Code Enforcement Ava, Annsville and Lee

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Lee	\$19,403.39	\$14,552.54	(\$4,850.85)
Annsville	\$22,000.85	\$16,500.64	(\$5,500.21)
Ava	\$1,293.56	\$970.17	(\$323.39)
<b>Total</b>	<b>\$42,697.80</b>	<b>\$32,023.35</b>	<b>(\$10,674.45)</b>

### Joint Town Code Enforcement Barneveld, Holland Patent and Trenton

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Trenton	\$38,302.78	\$28,727.08	(\$9,575.69)
Barneveld	\$645.84	\$484.38	(\$161.46)
Holland Patent	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$38,948.62</b>	<b>\$29,211.47</b>	<b>(\$9,737.16)</b>

### Joint Town Code Enforcement Boonville (T), Boonville (V) and Forestport

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Boonville (T)	\$25,855.41	\$19,391.56	(\$6,463.85)
Boonville (V)	\$7,699.50	\$5,774.63	(\$1,924.88)
Forestport	\$33,761.12	\$25,320.84	(\$8,440.28)
<b>Total</b>	<b>\$67,316.03</b>	<b>\$50,487.02</b>	<b>(\$16,829.01)</b>

### Joint Town Code Enforcement Bridgewater, Clayville and Paris

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Paris	\$65,059.47	\$48,794.60	(\$16,264.87)
Bridgewater	\$11,847.95	\$8,885.96	(\$2,961.99)
Clayville	\$3,123.05	\$2,342.29	(\$780.76)
<b>Total</b>	<b>\$80,030.47</b>	<b>\$60,022.86</b>	<b>(\$20,007.62)</b>

**Joint Town Code Enforcement Camden (T), Camden (V) and Florence**

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Camden (T)	\$8,016.38	\$6,012.29	(\$2,004.10)
Camden (V)	\$29,110.20	\$21,832.65	(\$7,277.55)
Florence	\$9,034.52	\$6,775.89	(\$2,258.63)
<b>Total</b>	<b>\$46,161.10</b>	<b>\$34,620.82</b>	<b>(\$11,540.27)</b>

**Joint Town Code Enforcement Deerfield and Utica**

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Utica	\$866,511.82	\$649,883.87	(\$216,627.96)
Deerfield	\$37,235.30	\$27,926.48	(\$9,308.83)
<b>Total</b>	<b>\$903,747.13</b>	<b>\$677,810.34</b>	<b>(\$225,936.78)</b>

**Joint Town Code Enforcement Clinton, Kirkland and Westmoreland**

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Kirkland	\$66,474.00	\$49,855.50	(\$16,618.50)
Clinton	\$0.00	\$0.00	\$0.00
Westmoreland	\$30,828.75	\$23,121.57	(\$7,707.19)
<b>Total</b>	<b>\$97,302.76</b>	<b>\$49,855.50</b>	<b>(\$7,707.19)</b>

**Joint Town Code Enforcement Floyd and Marcy**

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
Marcy	\$145,690.90	\$109,268.17	(\$36,422.72)
Floyd	\$48,545.62	\$36,409.22	(\$12,136.41)
<b>Total</b>	<b>\$194,236.52</b>	<b>\$145,677.39</b>	<b>(\$48,559.13)</b>

**Joint Town Code Enforcement New Hartford (T) and New Hartford (V)**

Municipality	Current Cost	Projected Cost After Sharing	25% Net Savings
New Hartford (T)	\$284,432.93	\$213,324.70	(\$71,108.23)
New Hartford (V)	\$11,107.00	\$8,330.25	(\$2,776.75)
<b>Total</b>	<b>\$295,539.93</b>	<b>\$221,654.95</b>	<b>(\$73,884.98)</b>

**Joint Town Code Enforcement Oriskany, New York Mills, Whitesboro, Whitestown and Yorkville**

<b>Municipality</b>	<b>Current Cost</b>	<b>Projected Cost After Sharing</b>	<b>25% Net Savings</b>
<b>Whitestown</b>	<b>\$89,755.00</b>	<b>\$67,316.25</b>	<b>(\$22,438.75)</b>
Oriskany	\$6,870.10	\$5,152.58	(\$1,717.53)
New York Mills	\$12,055.72	\$9,041.79	(\$3,013.93)
Whitesboro	\$28,008.36	\$21,006.27	(\$7,002.09)
Yorkville	\$11,322.12	\$8,491.59	(\$2,830.53)
<b>Total</b>	<b>\$148,011.30</b>	<b>\$111,008.48</b>	<b>(\$37,002.83)</b>

**Joint Town Code Enforcement Remsen (T) and Remsen (V)**

<b>Municipality</b>	<b>Current Cost</b>	<b>Projected Cost After Sharing</b>	<b>25% Net Savings</b>
<b>Remsen (T)</b>	<b>\$11,115.21</b>	<b>\$8,336.41</b>	<b>(\$2,778.80)</b>
Remsen (V)	\$2,030.00	\$1,522.50	(\$507.50)
<b>Total</b>	<b>\$13,145.21</b>	<b>\$9,858.91</b>	<b>(\$3,286.30)</b>

**Appendix C**

**Youth and Recreation Services**

# Oneida County Shared Services

Program	Munit1	Munit2	Munit3	Munit4	Munit5	Munit6	Munit7	Munit8
Baseball	Utica YB	Sherrill	Rome					
Basketball	Utica YB	Sherrill	Rome					
Golf	Utica YB	Marcy						
Physical Fitness	Utica YB	Rome						
Playground Activities	Annesville	Augusta	Boonville	Bridgewater	Forestport	Lee	Paris	
Playground Activities	Western	Yorkville	Westmorland	Clinton	HP	Remsen	Whitesboro	
Playground Activities	Remsen	Trenton	Vernon	Vienna	Rome	Yorkville	Oriskany Falls	
Playground Activities	Utica YB	Marcy	Camden	Sherrill	Oriskany	Floyd	Deerfield	
Pool/Swim Program	Utica YB	Marcy	Vernon	Camden	Sherrill	Rome	Oriskany Falls	Trenton
Tennis	Utica YB	Marcy	Sherrill					
Tutoring	Utica YB	Camden	New Hartford	Sherrill	Augusta			
Karate	Marcy	Rome						
Day Camp	Marcy	Camden	Oriskany	Deerfield	Vienna	Rome	Oriskany Falls	Augusta
Employment Program	Utica YB	NH						
Little League	Sherrill	Floyd						
Soccer	Sherrill	Rome						
Cheerleading	Rome							
Kayaking	Rome							
Field Hockey	Rome							
Water Polo	Rome							
Street Hockey	Rome							
Rugby	Rome							

**Appendix D**

**Shared Service Panel Vote Explanations**

**Appendix E**

**Oneida County Board of Legislators**

**Advisory Report**

## ONEIDA COUNTY BOARD OF LEGISLATORS



To: Oneida County Executive, Anthony J. Picente

From: Chairman of the Board, Gerald J. Fiorini

Date: August 31, 2017

Re: Advisory Report on Shared Services Document

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### Overview

The Board of Legislators endorses the shared services plan as submitted by the shared services panel to the Board on August 1, 2017. We cannot respond to the updated report as we learned about it on August 31, 2017; the same date we were asked to submit the advisory opinion.

For years, the Board of Legislators has been an advocate for reviewing, enacting and implementing shared services across the county. The Board took an active role in numerous shared services projects including 911 consolidation and regionalization agreements which created the Utica Memorial Auditorium Authority and established payments to the Utica Zoo.

Furthermore, individual municipalities are already sharing services on their own through various formal and informal agreements. For example, the Town of New Hartford has an agreement with the County for roadside ditching services. The Town of New Hartford conducts ditch work along the county roads and right-of-ways per the agreement.

With today's enhanced technology, there is more opportunity than ever to share services; and avoiding the exercise of examining ways to share services only hurts our taxpayers.

We view the August 1 shared services report as a commendable starting framework to deepen and enhance dialogue among the municipalities; but it really is just a start. As evidenced in the report, a great deal of the suggestions need to be studied and properly vetted before they are implemented and before cost savings can be fully realized.

The Board of Legislators has provided input on each individual proposal offered in the August 1 report. Additionally, the Board has added several shared services ideas to be considered for review.

We look forward to continuing dialogue with the shared services panel to ensure our taxpayers investments in government are being utilized to the fullest extent.

### Shared Services Plan is a Mandate from the State

Established in the 2017-2018 New York State Budget, counties are required to come up with new, recurring, property tax savings through shared services plans. The law creates a shared services panel in each county, composed of: city and village mayors, town supervisors, and chaired by the county's chief executive officer, in our county, this is the County Executive. This panel has been tasked to develop and vote on a County-wide Shared Service Property Tax Savings Plan before September 15.

It is important to note that while this particular exercise is a State mandate, Oneida County has always been on the forefront of examining ways to share services. The Board of Legislators, while not a voting member of the shared services panel, is involved in reviewing the report. We, as the Board of Legislators, may, by a majority vote of our members, issue an advisory report with recommendations to the County Executive before September 15.



## Timeline

To date, three panel meetings have been held at MVCC in Rome, and three public hearings were scheduled at various locations throughout the County. On August 1, the draft plan was submitted to the Oneida County Board of Legislators. On August 31, 2017, the Board of Legislators submitted an advisory report and the Board will vote on the advisory plan at the next board meeting on September 13. After the panel has reviewed the advisory plan from the Board, they may accept any feedback into their report and vote on the plan. Below is an overview of events taken place to date.

Event	Location	Date
Shared Services panel meeting #1	MVCC Rome	June 12, 2017
Shared Services panel meeting #2	MVCC Rome	June 27, 2017
Shared Services panel meeting #3	MVCC Rome	July 18, 2017
Shared Services Panel submits shared services plan to Board	Email	August 1, 2017
Board submits advisory report on August 1 shared services plan		August 31, 2017
Public Hearing #1	Edward A. Hanna Parkway Recreation Center, 220 Memorial Parkway, Utica	August 28 at 6:30 p.m.
Public Hearing #2	MVCC Rome	August 30 at 6:30 p.m.
Public Hearing #3	Oneida County Board Of Legislators Meeting Chamber, 10 <sup>th</sup> Floor, Oneida County Office Building, 800 Park Avenue, Utica	August 31 at 2:00 p.m.
BOL votes on advisory report	Oneida County Board Of Legislators Meeting Chamber, 10 <sup>th</sup> Floor, Oneida County Office Building, 800 Park Avenue, Utica	September 13, 2017
Panel votes on full plan	TBD	TBD

### **General Observations of Report**

The concept of bringing all municipal leaders together for these shared services session is admirable. During the first shared services session, each municipality was asked to share about their municipal needs and operations. This was very engaging both for newly elected officials and for those that have decades of experience as it allowed all to hear needs from the various regions of our County. Each municipality had a chance to share their initiatives, and a vast majority of the participants were fully engaged in the process.

In developing committee membership, the decision to omit school officials greatly reduced an opportunity to identify additional property tax savings for our communities. Future meetings should include educational entities with local government municipalities to further explore shared services opportunities. For example, towns with robust snow removal equipment may be able to perform snow removal services more efficiently and economically than the current process used by school districts.

It is important to ensure all panel representatives attending panel meetings are included in the shared services document. In the August 1 report received by the Board of Legislators, certain panel members that attended shared services meetings were inadvertently left off the initial shared services report. According to the law, if an official does not participate, he or she forfeits the chance to be entitled to the matching funds that could be earned from the plan. Therefore, we believe an updated report should more accurately reflect all attending panel members.

Shared services actions have the potential for cost savings and/or improved delivery of services. The actions provided in the August 1 report, however, appear to be non-specific. This is likely the result of unrealistic deadlines imposed by the State mandate. Further details and specifics should be included in an updated report. More work needs to be accomplished to enact true real property tax savings and the Board is willing to partner with the panel to effect these initiatives.

**Board's Reaction to Immediate Actions in Shared Services Document**

	<b>Panel's Proposal</b>	<b>Board's Advisory Opinion</b>
1	<i>Boonville Court Consolidation</i>	The Board of Legislators supports this plan so long as the Village Board of Trustees supports the resolution and the Village residents supports a subsequent referendum.
2	<i>Central Services-Shared Printing &amp; Mail Services</i>	The Board of Legislators is in full support of a joint municipal agreement to be offered to all municipalities allowing the use of county print and mail room services.
3	<i>Records Management</i>	The Board of Legislators supports an examination of potential costs savings through digitization. Should this initiative get underway, it is important that a quality assurance plan be devised to ensure that records are properly maintained and not subject to security breaches.
4	<i>County-Wide DPW Equipment Sharing</i>	The Board of Legislators supports the plan for county-wide DPW equipment sharing. When undertaking this task, it is important to ensure enhanced communication among all municipal governments. If a town is seeking to purchase a new snow plow, the shared services equipment inventory sheet should be the first document referenced. This way, the town could save property taxpayers from purchasing a piece of equipment that they may be able to borrow from another municipality.
5	<i>Rome &amp; Verona Shared Services Agreement</i>	The Board of Legislators is in favor of the Rome and Verona shared services agreement.

**Board's Reaction to Additional Actions to be added before September 15**

	<b>Panel's Proposal</b>	<b>Board's Advisory Opinion</b>
1	<i>Purchasing</i>	The Board of Legislators fully supports revisiting shared services agreements and investigating potential costs savings associated with combining purchasing agreements.
2	<i>Codes Enforcement</i>	The Board of Legislators fully supports studying and investigating potential costs savings associated with code enforcement. The \$80,000 cost savings associated with this proposal sounds promising to the Board.
3	<i>DPW Consolidation of Salt Storage &amp; Production Facilities</i>	The Board of Legislators fully supports consolidation of salt storage and production facilities. During the panel meetings, participants expressed missed opportunities for shared services when one municipality builds a salt storage facility and another adjacent municipality builds their own. More discussion should be had prior to building these type of facilities or prior to applying for grants for building these type of facilities until a more regional approach is reviewed. Property taxpayers deserve better. This is the same for equipment storage facilities. During the shared services meetings, it was expressed that some municipalities may use a particular piece of equipment once a year. It may not be necessary to have a separate storage facility to house this one piece of equipment; and an opportunity for shared storage spaces should be examined.
4	<i>Lighting District Consolidation</i>	The Board of Legislators is in support of studying existing lighting districts to ascertain whether consolidation is possible. Regional aspects for service should be examined.
5	<i>Town Court Consolidations</i>	The Board of Legislators supports town court consolidations as long as the towns pass resolutions demonstrating their desire to consolidate. Certain municipalities have extensive operations in both the towns and village courts, and there may be limited opportunity to streamline services as suggested by the plan. Justices should be consulted with local municipal leaders to explore opportunities related to our court systems. As outlined in the plan, this strategy may be beneficial for some regions, but not applicable in others. Certainly, this is an area for careful consideration before recommending any changes.
6	<i>Youth &amp; Recreation Shared Services</i>	The Board of Legislators supports examining ways to share services among youth and recreation programs. There are robust shared youth programs in various municipalities and there may be benefits to consider regional implementing strategies outlined in the plan, especially if State monies can be leveraged to enhance youth services. Summer school initiatives should be explored to combine programming for youth during all segments of the year.

### Additional Recommendations from the Board of Legislators

	<b>Board's Proposal</b>	<b>Additional Detail</b>
1	<i>Carbon Credits</i>	The Board of Legislators supports an examination of the Nature Conservancy's carbon program and how this could have a potential property tax savings impact in Oneida County. The Nature Conservancy's carbon program seeks to protect forests around drinking water sources through the sale of carbon credits (the term "carbon credits" generally refers to a scenario where a business/governmental entity's carbon emissions fall below a set allowance, and then company/governmental entity can sell the difference — in the form of credits — to other companies that exceed their limits). A <i>Times Union</i> article indicated that the City of Albany is expected to earn \$500,000 over the next ten years by dedicating 6,400 acres owned by the City Water Board to the Nature Conservancy for protection. The City will generate revenue through the sale of carbon credits. Through a study, we could determine if water boards in Oneida County could engage in a shared services agreement for this purpose.
2	<i>GIS Studies/Traffic Counts</i>	The Board of Legislators supports a more coordinated effort of GIS data collection for all municipalities. Our County Planning Department has a robust GIS operation and many municipalities could benefit from this data. For example, it would be beneficial to see if traffic count and GIS data could assist municipalities' public works departments with maintenance of their roads; or municipalities' economic development initiatives with better data of road usage.
3	<i>Regional Demolition Plan</i>	The Board of Legislators supports enhancing the Oneida-Herkimer Solid Waste Authority's Regional Demolition Plan. At the shared services meetings, the discussion of demolition of buildings came up a potential shared services opportunity. On August 9, 2017, a memo from the Oneida-Herkimer Solid Waste Authority was distributed to various officials related to the Regional Demolition Plan. This arrangement appears to be a good fit for sharing demolition services. It appears more communication about this program would benefit municipalities and could have potential property tax savings implications.
4	<i>Town Takeover of County Roads and County Takeover of Bridges</i>	The Board of Legislators supports examining the towns taking over County roads. At the shared services panel meetings, this was a theme that came up on multiple occasions. It was noted that the towns are familiar with all of the roads in their jurisdiction and are closer in proximity than the County. Furthermore, bridges are complex structures that could use additional oversight and maintenance support from the County. The Board would like to examine the potential cost savings associated with this project.
5	<i>Tax Collection</i>	The Board of Legislators supports examining whether centralizing tax collections could have property tax savings implications. The study should include the entire process of tax collection from beginning to end. What is the process, how many times does a tax bill touch various governmental

		entities? Is there a way to streamline the process to create efficiencies between various levels of government?
7	<i>Convert to LED Lights</i>	The Board of Legislators supports an examination of LED light conversion for potential cost savings. Not only are LED lights better for the environment, there are significant cost savings associated with LED light use. According to NYSERDA, 73% of all street lights in New York State are owned by utility companies and not by the municipalities. Today, most municipalities are renting lighting fixtures and paying for expensive and less energy/environmentally friendly electricity through using the non-LED lights. Savings for municipalities can be realized in two ways; 1) requesting for the electricity company to convert their lights to LED and 2) actually buying the lighting fixture from the utility company and adding LED lighting. According to NYSERDA, municipalities converting to LED lights and purchasing the lighting fixtures from the utility companies saw <b>up to 90% annual bill reduction</b> (vs. 33% under utility ownership), after the three to four years following their investment costs.
8	<i>Engineering Services</i>	The Board of Legislators supports a study to review how many municipalities have paid engineers. The Board would like to examine whether towns and villages can benefit by utilizing the engineering coordination services of the County for potential cost savings. Cost savings may occur from sharing engineering services and also from savings associated with preventing mistakes.

## **Conclusion**

In conclusion, this exercise has merit and should continue regardless of whether the State imposes mandates on counties. We encourage the County to take the lead in establishing similar meetings for local municipal leaders and set dates for quarterly or bi-annual meetings.

It is no small task to coordinate more than 40 municipalities into a project of this nature. We commend the panel for their efforts and look forward to continuing to work towards enhancing our shared services in Oneida County.

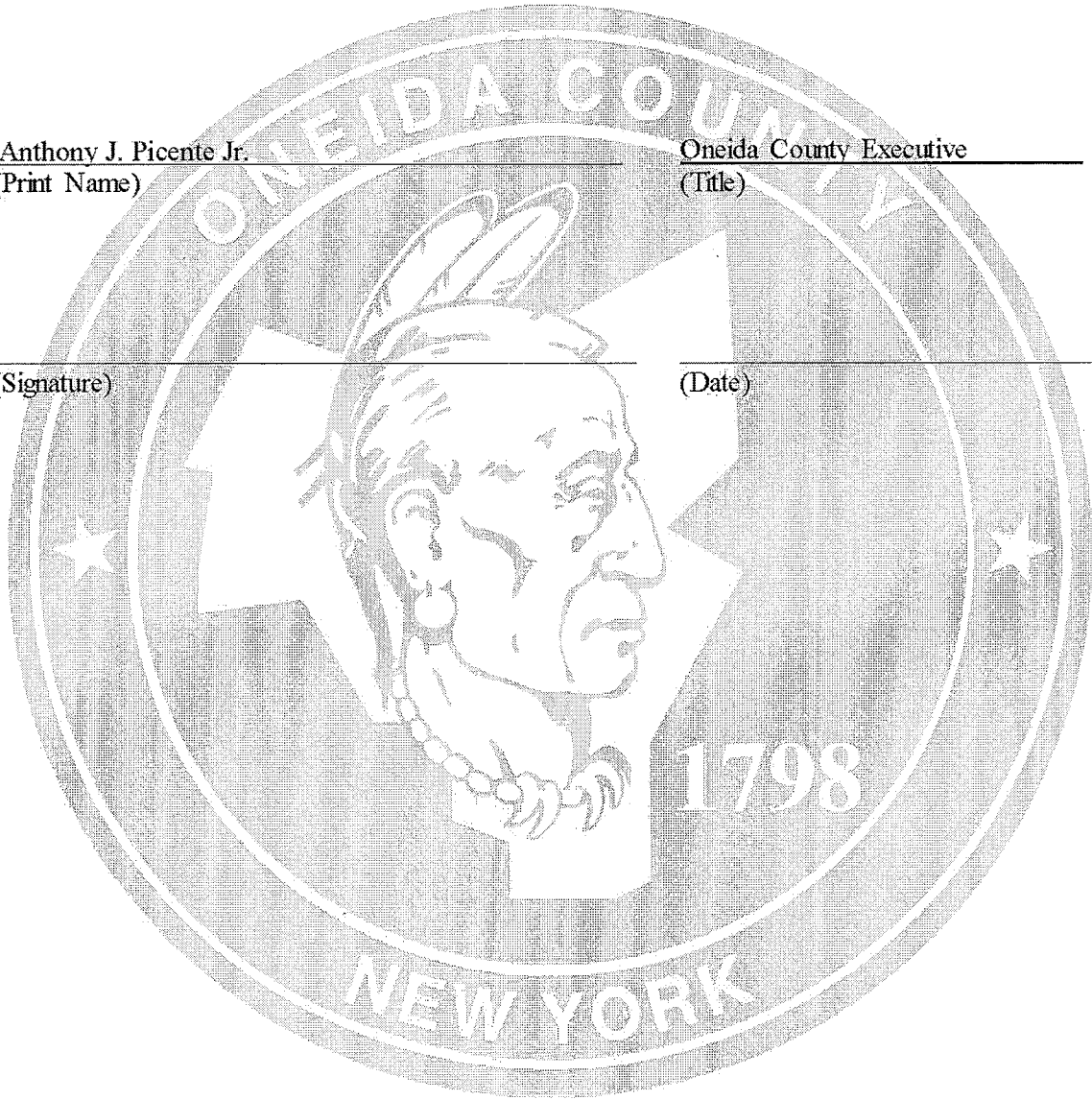
*"By my signature below, I hereby certify that the savings identified and contained herein are true and accurate to the best of my knowledge and belief".*

Anthony J. Picente Jr.  
(Print Name)

Oneida County Executive  
(Title)

(Signature)

(Date)





ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

6000 Airport Road w Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

August 11, 2017

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

FN 20 17-315 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 8/22/17

The New York State Department of Transportation (NYSDOT) has provided \$2,000,000.00 in State Aid (PIN 2745.27) for the reconstruction of Middle Settlement Road in the Town of New Hartford. Project limits begin at the intersection of New York State Route 5 and end at the intersection of Clinton Street. NYSDOT is administratively processing this as a Locally Administered Federal Aid Project.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that Lochner Engineering, P.C. of Utica is the most qualified consultant for this project. Subsequently the Department of Public Works negotiated a proposed contract with Lochner Engineering to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

On December 14, 2016 the Oneida County Board of Acquisition and Contractor accepted a proposal from Lochner Engineering with a not-to-exceed fee of \$419,000.00 to prepare a plans and specifications for reconstruction of Middle Settlement Road in the Town of New Hartford.

If acceptable, please forward the enclosed agreement for the aforementioned services to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

Competing Proposal   X    
Only Respondent             
Sole Source RFP           

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Lochner Engineering, P.C.  
181 Genesee Street  
Utica, NY 13501

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

**Summary Statements**

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

The New York State Department of Transportation (NYSDOT) has provided \$2,000,000.00 in State Aid (PIN 2745.27) for the reconstruction of Middle Settlement Road in the Town of New Hartford. Project limits begin at the intersection of New York State Route 5 and end at the intersection of Clinton Street. NYSDOT is administratively processing this as a Locally Administered Federal Aid Project.

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On December 14, 2016 the Oneida County Board of Acquisition and Contractor accepted a proposal from Lochner Engineering with a not-to-exceed fee of \$419,000.00 to prepare a plans and specifications for reconstruction of Middle Settlement Road in the Town of New Hartford.

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

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

**Total Funding Requested:** \$419,000.00                      **Account #:** H-298  
**Oneida County Dept. Funding Recommendation:** \$419,000.00  
**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$419,000.00 (State)

**Cost Per Client Served:** N/A  
**Past Performance Data:** N/A  
**O.C. Department Staff Comments:** None

## AGREEMENT

THIS AGREEMENT, hereinafter referred to as the "Agreement," made this \_\_\_\_\_ day of \_\_\_\_\_ 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, NY, hereinafter called the "County," and Lochner Engineering, P.C., a domestic professional corporation, organized and existing under the laws of the State of New York with an office located at 181 Genesee Street, Utica, NY 13501, hereinafter called the "Consultant," collectively, the "Parties."

### WITNESSETH:

WHEREAS, the County requires consulting services to assist the County in preparing detailed plans and specifications for reconstruction of Middle Settlement Road (CR 30) in the Town of New Hartford. Project limits begin at the intersection of New York State Route 5 and end at the intersection of Clinton Street (CR 31); and

WHEREAS, the Consultant has submitted a proposal to provide such plans, specifications, and construction phase services for reconstruction of Middle Settlement Road (CR 30) more fully defined herein, the "Services;" and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement;

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

### 1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate no later than September 30, 2021.

### 2. NOTICE TO PROCEED

2.1. This Agreement shall become effective upon execution of the final signature. The Consultant shall commence work upon receipt of the County's Notice to Proceed, which shall be in the form of a letter signed by the County's Project Manager (as the term is defined in Paragraph 10, below). The County's Notice to Proceed will authorize the Services described herein. No Services shall commence until the Notice to Proceed is issued.

### 3. COMPENSATION

3.1. The County agrees to pay the Consultant a not-to-exceed fee of **Four Hundred and Nineteen Thousand Dollars and Zero Cents (\$419,000.00)**, for all Services identified in **Exhibit A**, attached hereto. Payment shall be made on a basis of Services completed.

3.2. **Exhibit A, Exhibit B and Exhibit C** attached hereto and incorporated herein, shall be used to calculate payment due on the basis of services performed.

3.3. Payments for reimbursable expenses shall be made in accordance with **Exhibit A, Exhibit B and Exhibit C**, attached hereto and incorporated herein.

3.3.1. Consultant shall provide detailed cost accounting for all reimbursable expenses.

3.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County of the identified changes, and advise the County of the recommended solution. Services shall not be performed on such changes without prior written authorization of the 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.

3.5. The County reserves the right to withhold payment under this Agreement due to the Consultant's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including, but not limited to (1) defective services, (2) third party claims, (3) failure of the Consultant to pay its sub-consultants, (4) damage to the County, or (5) failure to carry out the Services in accordance with the Contract Documents (as such term is defined in Paragraph 5.1, below). The County may correct any conditions which do not meet requirements of this Agreement, and deduct the cost from the amounts due under this Agreement.

3.6. 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 cooperation, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.

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

#### 4. **EXECUTORY OR NON-APPROPRIATION CLAUSE**

4.1. 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, the

County shall have the option to immediately terminate this Agreement upon providing written notice to the Consultant by certified mail. In such an event the County shall be under no further obligation to the Consultant other than payment for costs actually incurred prior to termination, and in no event will the County be responsible for any actual or consequential damages as a result of termination.

## **5. SCOPE OF SERVICES**

5.1. The "Contract Documents" consist of this Agreement, any and all Exhibits, and any attachments thereto, as well as Drawings, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Agreement, and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than any Modification, appears in Section 27.

5.2. The Consultant agrees to provide Services for evaluation, schematic design, and cost estimating for reconstruction of Middle Settlement Road (CR 30). The Project Description and Scope of Services are more fully defined in **Exhibit A**, attached hereto.

5.3. The Consultant shall furnish any 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.

## **6. PERFORMANCE OF SERVICES**

6.1. The Consultant affirms that it does not have any financial interest or conflict of interest that would prevent the Consultant from providing unbiased, impartial service to the County under this Agreement.

6.2. The Consultant's work product shall be completed and submitted in accordance with the reasonable skill and care ordinarily employed by similarly-situated professionals performing the same or similar services in the vicinity of the project, and applicable industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between the County and the Consultant. The Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.3. It is understood and agreed that the Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, and that the County relies upon the professional skills of the Consultant to do and perform the Consultant's duties.

6.4. The Consultant agrees to maintain in confidence and not disclose to any person or entity, without the County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of the County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. The Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

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

6.7. The Consultant shall use the Consultant's best efforts, in accordance with professional skill and care, to perform the Services such that the results are satisfactory to the County. The 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.

6.8. The 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 other than those specified in **Exhibit B**.

6.9. The Consultant may, at the Consultant's own expense, employ or engage the services of sub-consultants and/or partners as the Consultant deems necessary to perform the Services. The Consultant's employees, sub-consultants and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide these employees, sub-consultants and/or partners with any salary or benefits. The 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 the County, in compliance with any and all applicable federal, state or local laws and regulations.

6.10. The Consultant acknowledges and agrees that the Consultant and its employees, sub-consultants 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.

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

## 7. NON-ASSIGNMENT

7.1. In compliance with New York General Municipal Law Section 109, the Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his 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.

## 8. SUBCONTRACTS

8.1. A sub-consultant is defined herein as a person who has an agreement with the Consultant to perform any of the Services.

8.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of sub-consultants to whom the Consultant proposes to award any portion of the Services. The County shall be provided a copy of any and all agreement(s) between the Consultant and any sub-consultants regarding the award of any portion of the Services within ten (10) days of their final execution.

8.3. Agreements between the 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.

## 9. CHANGE IN SERVICES

9.1. In case of changes affecting the Project Description and Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County of the identified changes and advise the County of the recommended solution. Services shall not be performed on such changes without prior written authorization through a Change Order as provided by the County, a sample of which is attached hereto as **Exhibit C**.

## 10. PROJECT MANAGERS

10.1. The County designates the Deputy Commissioner of Public Works, 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 the

Consultant's performance under this Agreement, and for liaison and coordination between the County and the Consultant. In the event the County wishes to make a change in the County's Project Manager, the County will notify the Consultant of the change in writing.

10.2. The Consultant designates Allen J. Cowen, 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 changes in the Consultant's designated personnel or sub consultant shall be subject to approval by the County Project Manager.

## **11. NOTICES**

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

11.2. Any notice which the Consultant may desire or is required at any time to give or have served upon the County may be delivered personally at 6000 Airport Road, Oriskany, NY, or be sent by United States mail, postage prepaid, addressed to Oneida County Deputy Commissioner of Public Works, Division of Engineering, 6000 Airport Road, Oriskany, NY 13424, or at such other address as shall have been last furnished in writing by the County to the Consultant. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

## **12. INDEPENDENT CONTRACTOR STATUS**

12.1. It is expressly agreed that the relationship of the Consultant to the County shall be that of an independent contractor. In accordance with the status of the Consultant as an independent contractor, none of the Consultant's employees, agents, servants and sub-consultants shall be considered as employees 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 its status as an independent contractor, covenants and agrees that all of the Consultant's employees, agents, servants and sub-consultants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to officers or employees of the County.

12.2. The Consultant represents that it is in the business of offering the same or similar



services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Consultant and the County agree that the 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.

12.3. The Consultant's employees, agents, servants and sub-consultants 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.

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

12.5. The Consultant shall be solely responsible for applicable taxes for all compensation paid to the Consultant or its employees, agents, servants and sub-consultants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to the employees, agents, servants and sub-consultants, 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 Consultant shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

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

12.7. 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.

12.8. The Consultant 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.

### **13. INDEMNIFICATION**

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

13.2. The Consultant agrees that it shall indemnify and hold harmless the County from and against all liability, damages, expenses, costs, (including, without limitation, reasonable 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 Consultant and its sub-consultants, agents, servants, or employees, and from any loss or damage, to the extent the loss or damage is caused by the negligent acts or failure to act or any default or negligence by the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this Agreement. The obligations of the 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.

13.3. The 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 the County from liability upon claims for injuries to persons or damages to property on account of any neglect, fault or default of the Consultant, its officers, trustees, agents, servants, volunteers or sub consultants, though the Consultant shall not be required to indemnify the County from claims or damages resulting solely from the County's negligence. The Consultant shall be solely responsible for the safety and protection of all of its employees, volunteers, servants, sub-consultants or other agents whether due to the negligence, fault or default of the Consultant or not.

### **14. INSURANCE REQUIREMENTS**

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

14.2. The Consultant shall purchase and maintain insurance of the following types of

coverage and limits of liability with an Insurance carrier qualified and admitted to do business in New York State. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

14.3. The Consultant 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 Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

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

14.5. Commercial General Liability Insurance (CGL): The 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 Three Million Dollars (\$3,000,000) annual aggregate. The Consultant agrees to have the County added to said insurance policy 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 insured(s).

14.5.1. Coverage for the additional insured(s) shall include completed operations.

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

14.5.3. 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.

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

14.5.5. The 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.

14.6. Auto Liability Insurance: The 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. The Consultant agrees to have the County added to said insurance policy or policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear.

14.7. Excess/Umbrella Liability Insurance: The 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. The Consultant agrees to have the County added to said insurance policy or policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear. Umbrella coverage for such additional insured(s) 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(s) other than the CGL, Auto Liability, and Employers Liability maintained by the County.

14.8. Professional and Pollution Liability Insurance: The Consultant shall maintain a Professional and Pollution liability policy and will provide the 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.

14.9. Workers Compensation and Employers Liability Insurance: The 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.

14.10. 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 the Consultant in the above Insurance Requirements paragraphs.

**15. WAIVER OF SUBROGATION**

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

15.2. The County waives all rights against the Consultant for recovery of damages to the extent that those damages are covered by the County's insurance policies.

**16. REQUIRED PROVISIONS OF LAW**

16.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

16.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

16.3. The 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. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

**17. BREACH**

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

17.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement

shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate or bond.

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

17.1.3. If the Consultant shall file a voluntary petition in bankruptcy court, shall have an involuntary bankruptcy proceeding commenced against them, 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 the Consultant.

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

17.1.5. The County shall periodically review the Consultant's performance. If it is found by the County that the Consultant is not meeting any of the Agreement conditions, the Consultant will be formally notified. If the condition is not corrected, then this will be cause for Agreement termination.

17.1.6. If default shall be made by the Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including those contained in any attachments or amendments.

17.2. If the Consultant breaches the Agreement, the County may declare the Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, the County may proceed to perform the work required under the Agreement and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under the Agreement, or, at the County's sole discretion, 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, the Consultant agrees to reimburse the County for all costs, expenses and damages incurred by the County in completing the work or in having the work completed in accordance with this Agreement.

17.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by

law.

**18. TERMINATION**

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

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

18.3. This Agreement may be terminated by the Consultant upon ten (10) days written notice to the County only in the event of substantial failure by the County to fulfill its obligations under this Agreement through no fault of the Consultant.

**19. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

19.1. Original and generated computer diskettes, digital files, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference, and shall retain a license to use the documents, including the right to reproduce, prepare derivative works, distribute, and display the documents. The Parties agree that the County's use of this data for purposes other than those originally intended, without written verification or adoption by the Consultant shall be at the County's sole risk, and the County shall indemnify and hold harmless the Consultant from any such resultant claims, liabilities or damages.

**20. STANDARD ADDENDUM**

20.1. The Consultant shall comply with the County's Standard Addendum, attached hereto as **Exhibit D**.

**21. NON-WAIVER**

21.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any

waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

## **22. CHOICE OF LAW/FORUM**

22.1. The Parties agree to submit any disputes to nonbinding mediation in the first instance, the cost of which shall be split evenly between the parties. Disputes between the parties that are not resolved in mediation may be submitted to litigation.

22.2. 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.

22.3. 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.

## **23. CONFLICTS**

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

## **24. SUCCESSORS AND ASSIGNS**

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

## **25. SEVERABILITY**

25.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that 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.

## **26. ENTIRE AGREEMENT**

26.1. 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.

26.2. 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.

26.3. 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.

**27. INCORPORATION BY REFERENCE**

27.1. The following exhibits, attached hereto, are deemed incorporated into this Agreement;

27.1.1. **Exhibit A** – Project Description & Scope of Services

27.1.2. **Exhibit B**- Fee Schedule

27.1.3. **Exhibit C** – Sample Change Order

27.1.4. **Exhibit D** – Standard Addendum

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

**28. AUTHORITY TO ACT/SIGN**

28.1. The 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 the Consultant of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Consultant; no other action on the part of the 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.

**29. ADVICE OF COUNSEL**

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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:

**LOCHNER ENGINEERING, P.C.**

By:

*Allen J. Cowen*  
\_\_\_\_\_  
Allen J. Cowen, P.E.  
Vice President

Date:

*8-10-17*  
\_\_\_\_\_

Approved:

By:

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

Date:

\_\_\_\_\_

## 1. Section 1 - General

### 1.1. Project Description and Location

1.1.1. Project Name: Reconstruct Middle Settlement Road

1.1.2. PIN: 2754.27

1.1.3. Project Description: Reconstruct Middle Settlement Road from Seneca Turnpike to Clinton Street; provide pedestrian facilities, improve drainage and improve non-standard horizontal and vertical curves.

1.1.4. Project Limits: Seneca Turnpike (NYS Route 5) to Clinton Street

1.1.5. Sponsor: Oneida County

### 1.2. Project Manager

1.2.1. The **Sponsor's** Project Manager for this project is Mark Laramie, P.E., who can be reached at (315)793-6236.

1.2.2. All correspondence to the **Sponsor** should be addressed to:

Mark Laramie, P.E.

Deputy Commissioner

Oneida County Department of Public Works

6000 Airport Road

Oriskany, NY 13424

1.2.3. The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

### 1.3. Project Classification

1.3.1. This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771<sup>1</sup>.

1.3.2. Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

### 1.4. Categorization of Work

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<sup>1</sup> <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rqn=div5&view=text&node=23:1.0.1.8.43&idno=23>

1.5.11. Available project studies and reports.

1.5.12. Other relevant documents pertaining to the project.

1.5.13. The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

## 1.6. Meetings

1.6.1. The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Project Manager. Meetings may be held to:

1.6.1.1. Present, discuss, and receive direction on the progress and schedule of work in this contract.

1.6.1.2. Present, discuss, and receive direction on project specifics.

1.6.1.3. Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.

1.6.1.4. Preview visual aids for public meetings.

1.6.1.5. Manage sub-consultants and subcontractors.

1.6.2. The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

## 1.7. Cost and Progress Reporting

1.7.1. For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report.<sup>2</sup> The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

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<sup>2</sup> <https://www.dot.ny.gov/plafap/view-document?id=1598>

2.2.1.2. A hard surface DTM survey will be completed within the project limits to be merged with the 2009 data to assure current pavement elevations, dimensions and conditions. Any discrepancies found will be brought to the attention of the designer and a plan will be developed to rectify any anomalies.

2.2.1.3. GPS methods and equipment will be used to establish and or recover project control points.

2.2.2. **Photogrammetric Survey** – N/A

2.2.3. **Stream Survey** – N/A

2.2.4. **Survey of Wetland Boundaries.** The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

2.2.5. **Supplemental Survey**

2.2.6. The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

2.2.7. **Standards**

2.2.8. Survey will be done in accordance with the standards set forth in the *NYSDOT Land Surveying Standards and Procedures Manual*<sup>4</sup> and in accordance with local standards described in Section 10 of the SOS...

### 2.3. **Design Mapping**

2.3.1. The **Consultant** will provide the following design mapping:

2.3.1.1. 1" = 20' scale mapping (for 11"x17" sheets) developed in Microstation VXi file format

2.3.1.2. A digital terrain model (DTM) of the project area

2.3.2. The **Consultant** will provide supplemental mapping when needed for design purposes and keep to keep the mapping current. (see 2.01E)

2.3.3. Survey Control will include a general location plan, Baseline plot, Baseline tie diagrams, benchmark table and coordinate data and metadata.

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<sup>4</sup> <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

2.7.2.2. Design year traffic for the null alternative.

## **2.8. Future Plans for Roadway and Coordination with Other Projects**

2.8.1. The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

2.8.2. The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

2.8.3. The **Sponsor** will provide all necessary information pertaining to the other projects or developments

2.9. Soil Investigations – N/A

2.10. Hydraulic Analysis – N/A

2.11. Bridges to be rehabilitated – N/A

## **2.12. Pavement Evaluation**

2.12.1. The **Consultant** will review the pavement evaluation that was developed during Phase I and update based upon the current existing conditions.

2.12.2. The **Sponsor** will determine recommended pavement treatments as part of this review, and will provide the **Consultant** with all comments including the recommended treatments.

2.12.3. The **Consultant** will revise the report to incorporate review comments (assumed minor) and to add the recommended treatment(s) to the "Recommendations" section. The **Consultant** will include a summary in the DAD and retain the report in the project files.

## **3. Preliminary Design**

### **3.1. Design Criteria**

3.1.1. The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual*<sup>6</sup>

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<sup>6</sup> <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

### 3.2.2. Detailed Evaluations of Alternative(s)

3.2.2.1. The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include, at a minimum:

3.2.2.1.1. Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.<sup>7</sup>

3.2.2.1.2. Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).

3.2.2.1.3. Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.

3.2.2.1.4. Pavement.

3.2.2.1.5. Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs).

3.2.2.1.6. Drainage.

3.2.2.1.7. Maintenance responsibility.

3.2.2.1.8. Maintenance and protection of traffic during construction.

3.2.2.1.9. Soil and foundation considerations.

3.2.2.1.10. Utilities.

3.2.2.1.11. Right-of-way acquisition requirements.

3.2.2.1.12. Accessibility for pedestrians, bicyclists and the disabled.

3.2.2.1.13. Lighting.

3.2.2.1.14. Construction cost factors.

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<sup>7</sup> <https://www.dot.ny.gov/divisions/engineering/design/dgab/hdm>

### **3.5. Advisory Agency Review**

**3.5.1.** The **Consultant** will provide the **Sponsor** with 10 copies of the signed Draft DAD for distribution to advisory agencies.

**3.5.2.** The **Sponsor** will distribute the Draft DAD to the advisory agencies.

**3.5.3.** The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

### **3.6. Public Information Meeting(s) and/or Public Hearing(s)**

**3.6.1.** A Public Information Meeting(s)

**3.6.1.1.** The **Consultant** will assist the **Sponsor** at one public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

**3.6.1.2.** The **Sponsor** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Sponsor** with appropriate notification.

**3.6.2.** Public Hearing(s) – N/A

### **3.7. Preparation of Final Design Approval Document (DAD)**

**3.7.1.** The **Sponsor** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.

**3.7.2.** The **Consultant** will prepare the design recommendation, and will modify the DAD to include the design recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

**3.7.3.** The **Consultant** will submit 3 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

**3.7.4.** The **Sponsor** will submit 6 copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain Federal Highway Administration's (FHWA) determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise



established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth Checklist, as found in the Chapter 7 Appendices on the PLAFAP Manual website.)

#### **4.4. Screenings and Preliminary Investigations**

**4.4.1.** The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for, at a minimum:

**4.4.1.1.** General Ecology and Endangered Species

**4.4.1.2.** Ground Water

**4.4.1.3.** Surface Water

**4.4.1.4.** State Wetlands

**4.4.1.5.** Federal Jurisdictional Wetlands

**4.4.1.6.** Floodplains

**4.4.1.7.** Coastal Zone Management

**4.4.1.8.** Navigable Waterways

**4.4.1.9.** Historic Resources

**4.4.1.10.** Parks

**4.4.1.11.** Hazardous Waste

**4.4.1.12.** Asbestos

**4.4.1.13.** Noise

**4.4.1.14.** Air Quality

**4.4.1.15.** Energy

**4.4.1.16.** Farmlands

**4.4.1.17.** Invasive Species

**4.4.1.18.** Visual Impacts

**4.4.1.19.** Critical Environmental Areas

**4.4.1.20.** Smart Growth

**4.4.1.21.** Environmental Justice

**4.4.2.** Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and The Environmental Manual (TEM), to determine whether further detailed

## 5.2. Review and Analysis of Right-of-Way Requirements

5.2.1. The **Consultant** will undertake an on-going review and analysis of right-of-way requirements for the project.

5.2.2. The review may include:

5.2.2.1. Preliminary engineering design

5.2.2.2. Preliminary right of way plans and acquisition maps

5.2.2.3. County Tax Maps

5.2.2.4. Municipal Zoning Regulations and Maps

5.2.2.5. Aerial photography

5.2.2.6. Other pertinent project information

5.2.3. The analysis may include:

5.2.3.1. The number of affected parcels

5.2.3.2. The zoning classification for each parcel

5.2.3.3. Estimated size of the acquisition

5.2.3.4. Potential impacts to improvements

5.2.4. The **Consultant** will determine the current owner(s) of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

## 5.3. Title Research

5.3.1. For the acquisition of temporary easements, the **Consultant** will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.

5.3.2. For the acquisition of real property rights estimated at \$10,000 or less, the **Consultant** will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of

5.5.1. Existing right-of-way boundaries shall be shown on the plans.

5.5.2. The existing right-of-way/highway boundaries and side property lines will be determined in the proposed areas of appropriation from record plans (if available), surveyed monumentation and other evidence, deeds and county records. The remaining corridor areas will be from tax map data information.

#### **5.6. Right-of-Way Mapping**

5.6.1. The **Consultant** will meet with the **Sponsor** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

5.6.2. The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**.

5.6.3. All right-of-way mapping will show dimensions in U.S. customary units of measurement.

5.6.4. The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

#### **5.7. Right-of-Way Plan**

5.7.1. The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the PLAFAP Manual.

#### **5.8. Right-of-Way Cost Estimates**

5.8.1. The **Consultant** will provide cost estimates for the rights-of-way to be acquired by the **Sponsor** on all alternatives being considered and will provide updated estimates, as necessary.

#### **5.9. Public Hearings/Meetings – N/A**

#### **5.10. Property Appraisals**

5.10.1. For each parcel requiring the acquisition of property rights, the **Consultant** will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

5.10.2. The **Consultant** will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.10.4.5. "The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection;" and

5.10.4.6. "Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

5.10.4.7. The **Consultant** will provide one (1) original bound real property appraisal report with photocopies of photos for each acquisition.

5.10.5. For uncomplicated acquisitions of real property rights valued at less than \$15,000, the **Consultant** will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.

5.10.6. For acquisitions of entire real property interests, the **Consultant** will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.10.7. For partial acquisition of real property rights valued at \$15,000 or more with no indirect damages to improvements, the **Consultant** will prepare a Before and After (Land-Only) Appraisal Report. The Land-Only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.10.8. For partial acquisition of real property rights valued at \$15,000 or more with indirect damages to improvements, the **Consultant** will prepare a Before and After

5.11.3. The **Consultant** will provide the **Sponsor** with the highest approved appraised amount for each property rights acquisition.

## 5.12. Negotiations and Acquisition of Property

5.12.1. The **Consultant** will not proceed with any activities in this section without written authorization from the **Sponsor**.

5.12.2. The **Consultant** will meet with the **Sponsor** to review and to discuss the right-of-way acquisition procedures.

### 5.12.3. Just Compensation

5.12.3.1. The **Sponsor** will establish just compensation for each property rights acquisition. In no event shall the just compensation amount be less than the **Sponsor's** highest approved appraisal. Because time is of the essence, the **Sponsor** will provide the just compensation amounts in writing to the **Consultant** within ten (10) days of its receipt of the preliminary appraisal reviews from the **Consultant**.

### 5.12.4. Written Offer

5.12.4.1. The **Consultant** will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the **Sponsor** as just compensation. The written offer will include the following:

5.12.4.1.1. A statement of the just compensation amount;

5.12.4.1.2. Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired);

5.12.4.1.3. A summary statement, which will include:

5.12.4.1.3.1. the basis for the just compensation amount;

5.12.4.1.3.2. a description and location identification of the real property;

and

5.12.4.1.3.3. the interest in the real property being acquired.

- 5.12.5.5.2. date and location of contact;
- 5.12.5.5.3. offers made [dollar amounts];
- 5.12.5.5.4. counteroffers received;
- 5.12.5.5.5. property owner's comments; and
- 5.12.5.5.6. reason(s) settlement could not be reached.

5.12.6. Purchase Agreements

5.12.6.1. The **Consultant** will submit real property acquisition documents to the **Sponsor** for recommended action on settlements:

- 5.12.6.1.1. Approval of negotiated settlements
- 5.12.6.1.2. Action on proposed administrative settlements
- 5.12.6.1.3. Referral to the **Sponsor's** attorney for initiation of eminent domain proceedings

5.12.7. Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within ten (10) days of its receipt of the acquisition documents from the **Consultant**.

5.12.8. Revisions to Just Compensation

5.12.8.1. The **Consultant** will consider any presentations made by the property owner which might affect the value of the property. The **Consultant** may make recommendations to the **Sponsor** to adjust the written offer. The **Sponsor** may revise the just compensation based on the information provided by the property owner.

5.12.8.2. The **Consultant** will document the justification for revising the just compensation.

5.12.8.3. The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

5.12.9. Administrative Settlements

5.12.9.1. The **Consultant** and/or the **Sponsor** may recommend administrative settlements. Administrative settlements are settlements in excess of the **Sponsor's** just compensation determination.

5.12.12. The **Consultant** will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The **Sponsor** will pay all tax prorations over \$25.00.

5.12.13. The **Consultant** will prepare closing documents for each acquisition. The closing documents will include a closing statement, title instrument, real estate transfer tax return, and real property transfer report.

5.12.14. The **Consultant** will deliver the title instrument(s) to the title attorney subcontracted by the **Consultant** for review and approval.

5.12.15. The **Consultant** will schedule and hold the closing. Because time is of the essence, the **Sponsor** will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the **Sponsor**, or the **Consultant**. The **Sponsor** will pay appropriate reimbursable expenses to the property owner(s) and/or the **Consultant**.

5.12.16. The **Consultant** will promptly file all deeds or conveyance documents in the county clerk's Office.

5.12.17. Right-of-Way Certification

5.12.17.1. The **Consultant** will prepare the Right-of-Way Certificate on forms prescribed by the New York State Department of Transportation. The **Sponsor** will sign the Right-of-Way Certificate.

5.13. **Relocation Assistance – N/A**

5.14. **Property Management – N/A**

## 6. **Detailed Design**

6.1. **Preliminary Bridge Plans – N/A**

6.2. **Advance Detail Plans (ADP)**

6.2.1. The **Consultant** will develop the approved design alternative to the Advanced Detail Plan (ADP) stage. At this stage all plans, specifications, estimates and other associated materials will be ninety percent (**90%**) complete.

## 6.5. Utilities

6.5.1. The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

## 6.6. Railroads – N/A

## 6.7. Bridge Inventory and Load Rating Forms – N/A

## 6.8. Information Transmittal

6.8.1. Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

## 6.9. Construction Management Plan (CMP)

6.9.1. The Consultant will prepare a CMP in accordance with the requirements of PLAFAP Manual, Section 12.2.

## 7. Advertisement, Bid Opening and Award

### 7.1. Advertisement

7.1.1. The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

7.1.2. Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

### 7.2. Bid Opening (Letting)

7.2.1. The **Sponsor** will hold the public bid opening.

### 7.3. Award

7.3.1. The **Consultant** will analyze the bid results. The analysis will include:



**9. Construction Inspection – To be Added by Supplemental Agreement**

**10. Estimating and Technical Assumptions**

**10.1. Estimating Assumptions**

10.1.1. The following assumptions have been made for estimating purposes:

10.1.2. Section 1

10.1.2.1. Estimate six meetings during the life of this agreement.

10.1.2.2. Estimate 24 cost and progress reporting periods will occur during the life of this agreement.

10.1.2.3. Estimate 9 cost and progress periods for the Real Estate Appraisal sub-consultant.

10.1.3. Section 2

10.1.3.1. Assume that GPS methods and equipment will be used to establish local control points.

10.1.3.2. Mapping limits will encompass Middle Settlement Road from US Route 5 to Clinton Street. The mapping bandwidth will be approximately 100 to 150 feet centered on the existing Middle Settlement Road alignment, and extend approximately 150 feet up each side road.

10.1.3.3. Mapping will be developed using the New York State Plane horizontal grid coordinate system (NAD83/96), and the NAVD 88 vertical datum elevations. This will be accomplished through the use of RTK GPS equipment; no additional horizontal adjustment will be necessary. Assume a minimum of 4 benchmarks will be required.

10.1.3.4. Assume two (2) party days for supplemental survey. Wetland survey and survey for supplemental areas will be performed under this task.

10.1.3.5. The Consultant will contact the utility companies to obtain any plans they might have for their utilities within the project area, and request a stakeout. All utilities (gas, water, etc.) visible or marked in the field by others will be located. This information will be used to provide mapping to utility owners within the corridor – their edits will be added to the mapping as appropriate.

10.1.3.21. Assume that one vertical curve will be studied and corrected to be in compliance with the design standards.

10.1.4. Section 3

10.1.4.1. Assume the Seneca Turnpike/Middle Settlement Road intersection will not be reconfigured for this project. The extent of physical improvements at this intersection will be to the northerly curb line of Seneca Turnpike, extended across Middle Settlement Road.

10.1.4.2. Estimate two concepts will be evaluated.

10.1.4.3. Estimate one design alternative(s) will be analyzed in addition to the null alternative.

10.1.4.4. Estimate one cost estimate(s) plus one update will be required.

10.1.4.5. Assume one brochure will be prepared for the public meeting.

10.1.4.6. The existing highway ROW previously identified will be verified. Tax map records will be reviewed and property owner information will be updated.

10.1.5. Section 4

10.1.5.1. Estimate three permits will be required.

10.1.5.2. Assume that an environmental hearing will not be required.

10.1.5.3. Estimate that no detailed studies will be required.

10.1.5.4. Assume wetland mitigation will not be required.

10.1.5.5. The following assumptions are provided for the Hazardous Materials Screening:

10.1.5.5.1. A file review at the NYSDEC will not be required during this phase of the investigation.

10.1.5.5.2. Title abstracts will not be required or reviewed.

10.1.5.5.3. No sampling or analysis of suspect contaminated media will be required during this phase of the investigation.

10.1.5.5.4. A site investigation work plan or a sampling and analysis plan will not be required during this phase of the investigation.

10.1.5.12. Based on the results of the screenings in 4.04, EDR will determine what detailed screenings are necessary. Based on a review of preliminary project information, it is anticipated that detailed study or analysis will be done for:

10.1.5.12.1. General Ecology and Endangered Species – includes:

10.1.5.12.1.1. Correspondence with the United States Fish & Wildlife Service (USFWS) and the New York Natural Heritage Program (NYNHP) to identify threatened & endangered species in the project area

10.1.5.12.1.2. Reconnaissance survey to identify suitable habitat for identified species (anticipated to include northern long-eared bat and/or Indiana bat)

10.1.5.12.1.3. Preparation of FHWA threatened and endangered species package and necessary checklists

10.1.5.12.1.4. Review of the project site for the presence of invasive plant species

10.1.5.12.2. Wetlands – includes:

10.1.5.12.2.1. Map review to identify federal and/or state mapped wetlands in the project area

10.1.5.12.2.2. Site reconnaissance to identify potential wetlands at the project site.

10.1.5.12.2.3. No detailed wetland delineation is included within this scope.

10.1.5.12.3. Historic Resources – includes:

10.1.5.12.3.1. Review of listed historic sites, districts, archaeological resources in the project area

10.1.5.12.3.2. Site reconnaissance to identify potentially significant cultural resources at the project site

10.1.5.12.3.3. Preparation of a Project Submittal Package (PSP), to be submitted to the NYSDOT's Regional Cultural Resources Coordinator

10.1.5.13. Based on information provided by Consultant, the project may have a minor impact on federal wetlands. EDR will review project specifications and field

- 10.1.6.17. Estimate **1** right of way cost estimate(s).
- 10.1.6.18. Estimate **0** Informational Meetings
- 10.1.6.19. Estimate **0** EDPL Public Hearings
- 10.1.6.20. Estimate **3** Preliminary Property Owner Interviews.
- 10.1.6.21. Estimate **3** Limited Appraisal Reports.
- 10.1.6.22. Estimate **0** Full Take Appraisal Reports.
- 10.1.6.23. Estimate **0** Before & After (land only) Appraisal Reports.
- 10.1.6.24. Estimate **0** Before & After Appraisal Reports.
- 10.1.6.25. Estimate **0** properties requiring two independent appraisal reports.
- 10.1.6.26. Estimate **3** appraisal reviews.
- 10.1.6.27. Estimate **1** meeting with the **Sponsor**.
- 10.1.6.28. Estimate **3** offer packages.
- 10.1.6.29. Estimate **3** negotiation contacts per property owner.
- 10.1.6.30. Estimate **1** revisions to Just Compensation
- 10.1.6.31. Estimate **0** Administrative Settlements.
- 10.1.6.32. Estimate **0** partial release(s) of mortgage.
- 10.1.6.33. Estimate **0** Lien subordination agreements.
- 10.1.6.34. Estimate **0** Lien satisfactions.
- 10.1.6.35. Estimate **1** miscellaneous title curative issues.
- 10.1.6.36. Estimate **3** property tax proration calculations.
- 10.1.6.37. Estimate **3** closing packages.
- 10.1.6.38. Estimate **1** right of way certificates.

10.1.7. Section 6 Detailed Design / Final Design

- 10.1.7.1. Final Design will include, but not be limited to:
  - 10.1.7.1.1. Development of highway plans.
  - 10.1.7.1.2. Highway design.
  - 10.1.7.1.3. Preparation of right-of-way plans and acquisition maps.
  - 10.1.7.1.4. Development and design for public utilities.
  - 10.1.7.1.5. Maintenance and protection of traffic during construction.

<b>Company Name</b>	Lochner Engineering, P.C.
<b>Job Name</b>	Reconstruction of Middle Settlement Road (County Route 30) in the Town of New Hartford
<b>Client</b>	Oneida County Department of Public Works
<b>County</b>	Oneida County
<b>SA No.</b>	SA. No.
<b>Contract Number</b>	D xxxx
<b>PIN No.</b>	PIN No. xxxx
<b>BIN No.</b>	BIN No. xxxx
<b>Date</b>	August 4, 2017

**Exhibit B, Page 2**  
**Staffing Table**  
**Lochner Engineering, P.C.**  
**Reconstruction of Middle Settlement Road (County Route 30) in the Town of New Hartford**  
**Oneida County Department of Public Works**  
**Oneida County**  
**August 4, 2017**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Section								Total Hours	Projected Hourly Rate 2017	Projected Hourly Rate 2018	Direct Technical Labor	
		1	2	3	4	5	6	7	8					
Managing Engineer	VII (A)	0	0	0	0	0	0	0	0	0	0	\$84.15	\$86.68	\$0.00
Sr Engr/Scientist II	VI (A)	60	20	59	16	5	157	20	12	349	66.35	\$68.34	\$23,180.94	
Sr Engr/Scientist I	V (A)	0	0	0	0	0	0	0	0	0	52.25	\$53.82	\$0.00	
Project Engineer/Scientist	IV (A)	56	28	276	44	16	845	22	40	1,327	35.54	\$36.60	\$47,197.59	
Engineer/Scientist III	III (A)	0	31	0	0	0	0	0	0	31	35.05	\$36.10	\$1,086.58	
Engineer/Scientist	II/ I (A)	0	0	0	0	0	0	0	0	0	32.01	\$32.97	\$0.00	
Senior Technician	IV (N)	0	0	72	24	0	312	4	16	428	37.08	\$38.19	\$15,888.04	
Technician III	III (N)	4	46	136	0	0	513	0	0	699	31.27	\$32.21	\$21,858.29	
Technician II	II (N)	0	0	0	0	0	0	0	0	0	27.56	\$28.39	\$0.00	
Technical Typist	NA	16	2	23	0	0	40	6	40	127	25.19	\$25.95	\$3,229.85	
		136	127	566	84	21	1867	52	108	2,961			\$112,441.28	



**Exhibit B, Page 6**  
**Estimate of Direct Non- Salary Cost**  
**Lochner Engineering, P.C.**  
**Reconstruction of Middle Settlement Road (County Route 30) in the Town of New Hartford**  
**Oneida County Department of Public Works**  
**Oneida County**  
**August 4, 2017**

**1. Travel, Lodging and Subsistence**

Trips to :

Site	10	trips with	15.00	miles per trip @	\$0.540	per mile =	\$81.00
Oneida County DPW	6	trips with	20	miles per trip @	\$0.540	per mile =	\$64.80
							\$145.80

Tolls	0	trips @	\$ -	per trip =			\$0.00
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**TOTAL TRAVEL, LODGING, & SUBSISTENCE      \$145.80**

**2. Reproduction, Drawings & Report**

8-1/2 x 11 B/W Copies (Specifications)	3	sets	40	sheets/set	\$0.10	each sheet	\$12.00
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11 x 17 B/W Copies (Plans)	15	sets	3	sheets/set	\$0.15	each sheet	\$6.75
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8-1/2 x 11 B/W Copies (Reports)	15	sets	50	sheets/set	\$0.10	each sheet	\$75.00
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11 x 17 B/W Copies (Report Dwgs)	15	sets	10	sheets/set	\$0.10	each sheet	\$15.00
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**TOTAL REPRODUCTION, DRAWING & REPORT      \$108.75**

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**TOTAL DIRECT NON - SALARY COST      \$254.55**

**3. Subcontractor Cost**

Asbestos (Estimated)							\$3,500.00
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**TOTAL SUBCONTRACTOR COSTS      \$3,500.00**



**Exhibit C**

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 ("COUNTY") and Lochner Engineering, P.C. ("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.

**COUNTY**

**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 D

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 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.**

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;

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;

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

**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).

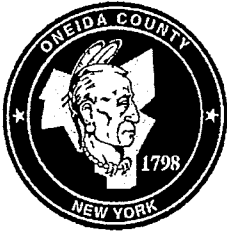
**16. Gratuities and Kickbacks.**

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,

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  
 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

FN 20 17-316 Reviewed and Approved for submittal to the  
 Oneida County Board of Legislators by

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

**PUBLIC SAFETY**  
**WAYS & MEANS**

*[Signature]*  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 9/12/17

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.

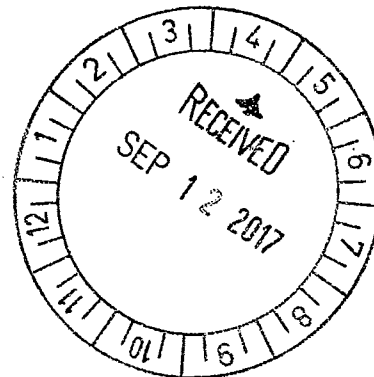
If you have any questions, please do not hesitate to contact me.

Sincerely,

*[Signature]*

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

# **Exhibit A**

# **Exhibit B-1**

**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.

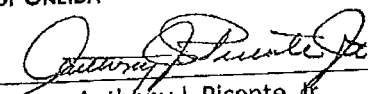
15. ARTICLE 15 - OTHER DOCUMENTS

15.1. The documents listed below shall become part of this agreement.

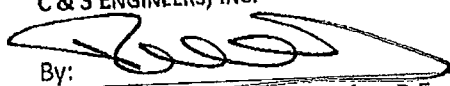
- 15.1.1. Exhibit A, Scope of Services
- 15.1.2. Exhibit B, Proposed Fee
- 15.1.3. Exhibit C, Certification of Consultant
- 15.1.4. Exhibit D, Standard Addendum

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

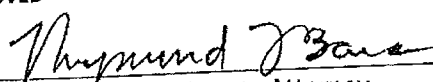
COUNTY OF ONEIDA

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**



<b>1. General Program/Project Management (18 months estimated duration)</b>			
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
<b>Subtotal</b>			<b>\$73,800</b>
<b>2. Preliminary &amp; Final Design</b>			
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
<b>Subtotal</b>			<b>\$112,700</b>
<b>3. Procurement Phase</b>			<b>\$15,000</b>
<b>4. System Installation and Construction Management</b>			
Submittals Review			\$15,000
Periodic On-Site Inspections	6 hrs/week @	\$93.00/hr x 32 weeks	\$17,856
<b>Subtotal</b>			<b>\$32,856</b>
<b>Total Basic Services per RFP</b>			<b>\$234,356</b>

<b>Optional Services-Other (if required)</b>			
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. 4717890  
My Commission Expires 11/31/19

Exhibit D

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this 1 day of ~~February~~ 2016, between the County of Oneida, hereinafter known as COUNTY, and C & S Engineers, Inc., hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to report Lobbying," in accordance with its instructions.



3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
  1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus,

Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
    2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:
    - a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
      1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
      2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
      3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
    - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

## 10. Records.

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

## 11. Identifying Information and Privacy Notification.

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

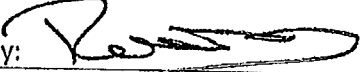
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

COUNTY OF ONEIDA

By:   
Anthony J. Picente Jr.  
Oneida County Executive

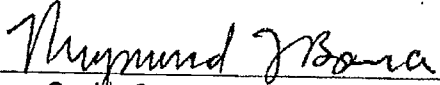
Date: 4/19/16

CONTRACTOR

By:   
Robert Duclos, P.E.  
Senior Vice President

Date: 2/1/16

APPROVED

By:   
Oneida County Attorney

Date: 02/10/16



Amendment #1

Exhibit B-1

Oneida County

Emergency Communications Project

Additional Engineering Services



<u>Item</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>	<u>Comment</u>
Additional Property Surveys (6 sites)	6	\$4,000	\$24,000	Burrstone, Bridgewater, Kirkland, 2 added Rome sites, Higby2
Additional Site Geotechnical (6 sites)	6	\$3,000	\$18,000	Burrstone, Bridgewater, Kirkland, 2 added Rome sites, Higby2
Additional Site Engineering Drawings (4 sites)	4	\$7,500	\$30,000	2 added Rome sites, Higby2, Bldg. 100
Additional Site Archaeological Studies (5 sites)	5	\$3,000	\$15,000	Burrstone, Bridgewater, Kirkland, 1 added Rome site, Higby2
Tribal Consultation Fees (5 sites)	5	\$5,040	\$25,200	Burrstone, Bridgewater, Kirkland, 1 added Rome site, Higby2
NEPA Compliance (4 sites)	4	\$4,000	\$16,000	Higby2, Bridgewater, Burrstone, Kirkland
Balloon Tests & Visual Simulations	3	\$3,500	\$10,500	3 Rome sites (RFA, Erie Blvd., Aitken Gravel)
Additional Site Construction Inspections (3 sites)	3	\$2,500	\$7,500	Kirkland, Burrstone, Bridgewater
Tower Modification Designs	1	\$2,500	\$2,500	Mutton Hill Tower
Kirkland Tower Design & Procurement	1	\$5,000	\$4,500	
Crown Castle Fee (Burrstone Road)	1	\$1,500	\$1,500	Crown Application fee
Concept Plans-Alternate Rome Sites (2)	2	\$1,500	\$3,000	Rome Fire Station, Worthington Site
Legal Description-South Charles Street Site	1	\$750	\$750	Legal description for lease with City of Rome
Building Permit Fee-New York State	1	\$200	\$200	Kirkland Site-NYS Permit Fee
Worthington Site-Environmental Report	1	\$370	\$370	Environmental Database Report
<b>Total Additional Services</b>			<b>\$159,020</b>	
<b>Existing Contract Value</b>			<b>\$234,356</b>	
<b>Revised Contract Value</b>			<b>\$393,376</b>	

