



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

March 13, 2019

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2019-093 . . .	Ways & Means (replaces prior letter).....	
2019-101 . . .	Government Operations, Ways & Means.....	
2019-102 . . .	Ways & Means.....	
2019-103 . . .	Public Safety, Ways & Means.....	
2019-104 . . .	Public Safety, Ways & Means.....	
2019-105 . . .	Public Safety, Ways & Means.....	
2019-106 . . .	Public Safety, Ways & Means.....	
2019-107 . . .	Public Safety, Ways & Means.....	
2019-108 . . .	Public Safety, Ways & Means.....	
2019-109 . . .	Public Safety, Ways & Means.....	
2019-110 . . .	Public Safety, Ways & Means.....	
2019-111 . . .	Public Works, Ways & Means.....	
2019-112 . . .	Public Works, Ways & Means.....	
2019-113 . . .	Public Works, Ways & Means.....	
2019-114 . . .	Public Works, Ways & Means.....	
2019-115 . . .	Public Works, Ways & Means.....	
2019-116 . . .	Public Works, Ways & Means.....	
2019-117 . . .	Public Works, Ways & Means.....	
2019-118 . . .	Public Works, Ways & Means.....	
2019-119 . . .	Public Works, Ways & Means.....	
2019-120 . . .	Public Works, Ways & Means.....	
2019-121 . . .	Health & Human Services, Ways & Means.....	
2019-122 . . .	Health & Human Services, Ways & Means.....	
2019-123 . . .	Health & Human Services, Ways & Means.....	
2019-124 . . .	Health & Human Services, Ways & Means.....	
2019-125 . . .	Health & Human Services, Ways & Means.....	
2019-126 . . .	Health & Human Services, Ways & Means.....	
2019-127 . . .	Health & Human Services, Ways & Means.....	
2019-128 . . .	Health & Human Services, Ways & Means.....	
2019-129 . . .	Health & Human Services, Ways & Means.....	
2019-130 . . .	Health & Human Services, Ways & Means.....	
2019-131 . . .	Health & Human Services, Ways & Means.....	
2019-132 . . .	Health & Human Services, Ways & Means.....	
2019-133 . . .	Ways & Means (To Board 3/13/2019).....	
2019-134 . . .	Public Works, Ways & Means.....	
2019-135 . . .	Public Works, Ways & Means.....	
2019-136 . . .	Public Works, Ways & Means.....	
2019-137 . . .	Health & Human Services, Ways & Means.....	
2019-138 . . .	Ways & Means (To Board 3/13).....	
2019-139 . . .	Ways & Means (To Board 3/13).....	

AVAILABLE ON WEBSITE ONLY
www.ocgov.net

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

March 11, 2019

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

FN 20 19 - 093

WAYS & MEANS

Dear Mike,

Due to extenuating circumstances the bid offer property listing we previously submitted for the auction dated February 21, 2019, needs to be amended.

The highest bid offer participant on item # 19-01-63 is unable to complete the terms and conditions of the process. As such, we contacted the second highest bidder and she remains interested in the property. As such, the second bidder, Linda Naracci, has submitted her bid offer and payment in the amount of \$1,500.00.

The revised auction property listing reflects the change to Bid # 19-01-63. It also identifies the sharing of the proceeds with the City of Sherrill on Bid # 19-01-90, which we inadvertently left off the first communication.

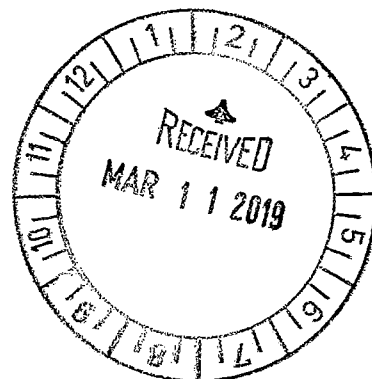
Please submit the revised listing for full Board consideration on March 13, 2019. Thank you.

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC/bad

cc: Anthony J. Picente, Jr, County Executive





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

March 12, 2019

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

FN 20 19 - 101
GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

I have attached the job specification for the title of Secretary to the Director of Information Technology. I have added the title to the Oneida County Classification Plan and am recommending the salary for this title be set at Grade 20M, Step 2 at \$30,599.

The Department of Information Technology has expressed the need for a confidential secretary, a position of special trust and confidence requiring the exchange of sensitive information and confidential material relating to information technology related matters.

Please forward this letter to the Board of Legislators and ask that they only set the salary for the title of Secretary to Director of Information Technology at Grade 20M, Step 2 at \$30,599.

Sincerely,

John P. Talerico
Commissioner of Personnel

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

Anthony J. Picente, Jr.
County Executive

Date 3-12-19

Copy: AnneMarie Ambrose, Director of Central Services
County Attorney
Budget



Oneida County

Department of Information Technology

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

ANTHONY J. PICENTE, JR.
County Executive

ANNEMARIE AMBROSE
Director

March 12, 2019

John P. Talerico
Commissioner of Personnel
800 Park Avenue
Utica, New York 13501

Dear Commissioner Talerico,

I am requesting a new title, Secretary to Director of Information Technology, to be created within the Oneida County Department of Information Technology and the title be added to the Oneida County Salary Classification Plan. The Secretary to the Director of Information Technology is a position of special trust and confidence requiring the exchange of sensitive and confidential material related to information technology matters. This work calls for the frequent exercise of judgement and the frequent exchange of sensitive information arising out of the office and administration of the office of the Director of Information Technology.

If you have any questions or concerns, please contact me.

Thank you.

Sincerely,

AnneMarie Ambrose
Director of Central Services

Jurisdictional Class: Pending Jurisdictional Classification
EEO Category: Administrative Support
Adopted: 03/12/2019

SECRETARY TO DIRECTOR OF INFORMATION TECHNOLOGY

DISTINGUISHING FEATURES OF THE CLASS: The incumbent in this class is required to perform highly complex clerical duties in an independent capacity without close supervision. This is a position of special trust and confidence requiring the frequent exchange of sensitive information arising out of the office and administration of the Director of Information Technology. The work is performed under the general supervision of the Director of Information Technology with considerable leeway allowed for exercising independent judgment in carrying out the details of the work. Performs related work as required and may involve direct supervision of a small staff of clerical personnel.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Performs office work requiring considerable judgement in carrying out the established policies, procedures, rules and regulations relating to the work of the Director of Information Technology;

Operate computer, copy machine, fax machines and other office machines as needed;

Creates databases and reports, Excel spreadsheets, flow charts and organizational charts;

Prepares all personnel related paperwork;

Maintains an electronic calendar schedule for the Director of Information Technology with excellent knowledge of Microsoft Outlook;

Handles and screens all incoming phone calls and visitors to the Director of Information Technology providing information and or referring them to the proper persons;

Prepares department board letters;

Performs special projects per the Director of Information Technology and Managers as needed;

Assists in department purchasing needs, including processing requisitions;

Prepares travel requests, County vouchers, arranges conferences, registration and travel reservations, and special meetings as requested;

Maintains a complete and accurate file on the history of the department;

Collects and compiles data and statistics relating to a variety of departmental needs;

Upon request of the Director of Information Technology attends meetings, takes notes and prepares minutes of such meetings;

Processes department payroll;

Handles department complaints, suggest solutions to problems and conducts correspondence;

Assists with budget preparation and maintains budget accounts;

May review mail and process various requests and claims;

Maintains good public relations.

continued...

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Comprehensive knowledge of general office terminology, procedures and equipment; maintain administrative clerical aptitude; mental alertness; neatness; tact and courtesy; excellent computer skills; ability to type accurately at an acceptable rate of speed; ability to understand and carry out complex oral and written directions; ability to prepare correspondence and reports; ability to secure the cooperation of others and to deal effectively with the public; good judgement in solving complex administrative clerical problems; initiative and resourcefulness.

MINIMUM QUALIFICATIONS: Appointed on the basis of experience and other qualifications as the Director of Information Technology may determine appropriate.

Adopted: 03/12/2019



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

March 6, 2019

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

FN 20 19-107

WAYS & MEANS

Dear Mr. Billard:

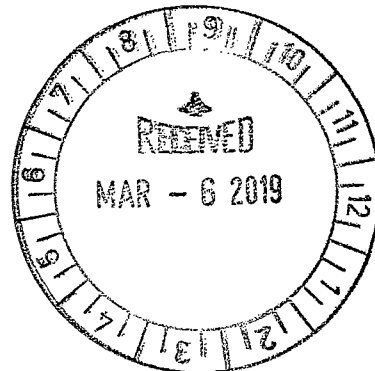
The period for "Open Enrollment", for farm-land owners was designated as January 1 through January 31, 2019 pursuant to Agriculture & Markets Law. An "open enrollment" period allows the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of an individual district.

Now, at the request of the Farmland Protection Board, it is necessary to schedule a Public Hearing on the results of this open enrollment, therefore, please prepare a docket scheduling a Public Hearing for **Wednesday May 1st at 11AM at the Farm and Home Center, 121 Second Street, Oriskany, NY 13471.**

In order to allow ample time to notify the newspapers and the towns involved, I would ask that the Ways & Means Committee and Board of Legislators vote upon this docket at the meeting of **April 10, 2019.**

Respectfully submitted,

Cynthia A. DelPiano
Deputy Clerk of the Board



cd

Cc: All FPB Members



ONEIDA COUNTY DIVISION OF BUDGET

ANTHONY J. PICENTE, JR.

County Executive

Thomas B. Keeler

Budget Director

TKeeler@ocgov.net

FN 20 19103

February 8, 2019

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Oneida County has been notified of a new grant award for funding to improve the quality of services provided under Article 18-B of County Law for public defense activities. The programs this grant supports include the "Counsel at First Appearance" (CAFA) program that Oneida County was initially awarded in 2016 as a demonstration program supported by the NYS Office of Indigent Legal Services. This successful program is now in place as the model for counties across New York State.

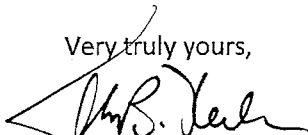
In addition, these new grant funds will also provide support for the new "Raise the Age" legislation the County is currently implementing. Specifically, funds will continue to provide services through offices of the Public Defender-Criminal and the Assigned Counsel Program.

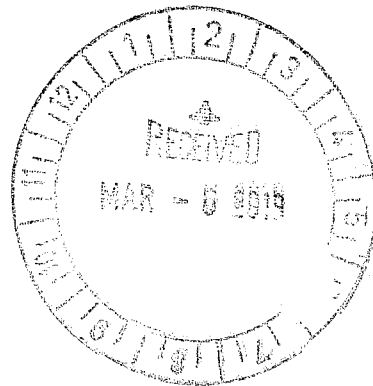
This grant award is for a period beginning January 1, 2018 through December 31, 2020. The total amount of this three-year award is \$1,076,292.

At this time, I respectfully request that if you approve, you forward this grant to the Board of Legislators for consideration at their next meeting.

Thank you for your consideration.

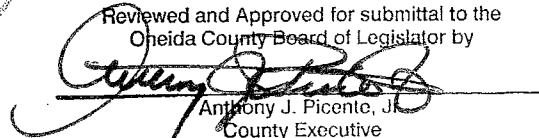
Very truly yours,


Thomas B. Keeler
Budget Director



Encl.

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


Anthony J. Picente, Jr.
County Executive

Date 3-6-19

Oneida Co. Department: Budget

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

NYS Office of Indigent Legal Services
A.E. Smith Building, 11th Floor
80 South Swan Street
Albany, New York 12210

Title of Activity or Service:

Indigent Defense Services – Distribution #8

Proposed Dates of Operation:

January 1, 2018 to December 31, 2020

Client Population/Number to be Served:

Oneida County residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** This is a three-year award for support of the Counsel at First Appearance program and Raise the Age legislation in this state-mandated plan to provide legal representation for indigent parties.
- 2) **Program/Service Objectives and Outcomes:** Funds will be distributed to the Public Defender -Criminal and Assigned Counsel program to support staff and training.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$1,076,292

Account # A1170, A1171

Oneida County Dept. Funding Recommendation: \$1,076,292

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This is Distribution #8, which renews Distribution #5.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C800030</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Distribution #8</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 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 Office of the Public Defender 250 Boehlert Center at Union Station 321 Main Street Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Division of Budget 800 Park Avenue Utica, NY 13501-2926</p> <p>CONTRACTOR 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: 300100000000 <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: C800030

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: January 1, 2018 To: December 31, 2020</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM:</p> <p>From: _____ To: _____</p> <p>AMENDED PERIOD:</p> <p>From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$1,076,292.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program-Specific Terms and Conditions
 - A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- 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:

Contract Number: C800030

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

William J. Leahy
Printed Name

Title: Director – Office of Indigent Legal Services

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: _____

Contract Number: C800030

Page 1 of 1

Master Contract for Grants, Signature Page

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

- A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.
- B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

C. Order of Precedence:

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

³ 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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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).

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:

Contract Number: # C800030

Page 13 of 26, Master Contract for Grants – Standard Terms and Conditions (August 2014)

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 womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

⁹ 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

DISTRIBUTION #8

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Thomas B. Keeler
Budget Director
Oneida County
800 Park Avenue
Utica, NY 13501
(315) 798-5805
tkeeler@ocgov.net

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

BUDGET

**Office of Indigent Legal Services
DISTRIBUTION #8
January 1, 2018 - December 31, 2020**

COUNTY OF ONEIDA

Total Contract Amount: \$1,076,292.00

Budget Expenditure Item	Year 1 1/1/18 - 12/31/18	Year 2 1/1/19 - 12/31/19	Year 3 1/1/20 - 12/31/20
Personnel:			
(2) Assistant Public Defender III - Criminal	\$130,482.00	\$131,814.00	\$135,074.00
Paralegal Assistant - Criminal	\$38,628.00	\$40,068.00	\$41,371.00
Assistant Public Defender III - (CAFA) Criminal	\$54,836.00	\$62,373.00	\$64,277.00
Fringe Benefits:			
Fringe Benefits for above Staff @ 50%	\$111,973.00	\$117,127.00	\$118,042.00
Subtotal Personnel	\$335,919.00	\$351,382.00	\$358,764.00
OTPS:			
Computer Equipment, Technology Purchases and Upgrades, Internet VPN Connection, Office Supplies	\$10,000.00	\$0.00	\$0.00
Raise the Age - Contingency/Training/Related Technology Equipment	\$12,845.00	\$7,382.00	\$0.00
Subtotal OTPS	\$22,845.00	\$7,382.00	\$0.00
TOTAL	\$358,764.00	\$358,764.00	\$358,764.00
THREE-YEAR TOTAL	\$1,076,292.00		

ATTACHMENT C
WORK PLAN
OFFICE OF INDIGENT LEGAL SERVICES
DISTRIBUTION #8
JANUARY 1, 2018 – DECEMBER 31, 2020
COUNTY OF ONEIDA

Goal: To improve the quality of services provided under Article 18-B of the County Law.

Task #1

Provide funding of salary and fringe benefits for two (2) Criminal Assistant Public Defender III positions to cover caseloads.

Performance Measure:

- Courts will see greater availability of public defenders, resulting in improved scheduling, flexibility, and efficiency
- Indigent clients will have better access to attorney before trial or hearing begins
- Reduction in overall attorney caseloads in the Office of the Public Defender

Program Location:

- Office of the Public Defender, Oneida County

Task #2

Provide funding of salary and fringe benefits for a Paralegal Assistant position to reduce attorney caseloads.

Performance Measure:

- Streamlined administrative and paralegal processes that increase efficiency in workload and caseload management
- Relieve current workload management of attorney staff

Program Location:

- Office of the Public Defender, Oneida County
- Assigned Counsel Program, Oneida County

Task #3

Provide funding of salary and fringe benefits for a Civil Assistant Public Defender III position to support the Counsel at First Appearance (CAFA). This section has successfully handled cases in the City Courts of Utica and Rome with two full-time attorneys. In cooperation with the Fifth Judicial District Administrative Judge, Oneida County and the Oneida County Sheriff, a Centralized Arraignment Part (CAP) at the Oneida County Correctional Facility. The CAP Court operates every evening, seven days a week including holidays from 5:30 p.m. until 10:00 p.m. with local criminal court judges presiding and on weekends and holidays from 7:30 a.m. until 10:00 a.m. with city court judges presiding. Weekday mornings are covered in Utica and Rome City Courts from 8:30 a.m. until 10:30 a.m. by the presiding Criminal Term city court judge in each jurisdiction.

Performance Measure:

- Indigent clients will have better access to attorney before trial or hearing begins
- Elimination of arraignments held in local criminal courts with counsel being present
- Impact on overall attorney caseloads in the Office of the Public Defender
- Reduction in overall attorney caseloads

Program Location:

- Office of the Public Defender, Oneida County

Task #4

Provide funding for incidental and operational expenses associated with indigent defense services (e.g., computer equipment, iPads, laptops, technology purchases/upgrades, internet VPN connection, office supplies, etc.).

Performance Measure:

- Better utilization of new technologies and existing resources to more efficiently manage increasing caseload
- For staff to utilize office supplies/items for efficient and effective performance for indigent clients

Program Location:

- Office of the Public Defender, Oneida County
- Assigned Counsel Program, Oneida County

Task #5

Provide funding for “Raise the Age” for expenses in providing assistant public defenders and support personnel for the arraignment of juvenile offenders along with equipment, office supplies, and training expenses related to the legislation.

Performance Measure:

- Attorneys to have updated computer equipment and training for quality assurance
- Better utilization of new technologies and existing resources to more efficiently manage legislation
- Juvenile offender caseloads to be measured monthly after the initiation of “Raise the Age” procedures
- Number of staff dedicated full-time or part-time to “Raise the Age” requirements
- Attorneys to have access to training opportunities

Program Location:

- Office of the Public Defender, Oneida County
- Assigned Counsel Program, Oneida County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

DISTRIBUTION #8 GRANT

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, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the first-year budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (____%) of the annual first-year budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than _____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: n/a Amount: n/a Due Date: n/a

Period: n/a Amount: n/a Due Date: n/a

Period: n/a Amount: n/a Due Date: n/a

Period: n/a Amount: n/a Due Date: n/a

4. Recoupment of any advance payment(s) or initial payment(s) (3) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st

2nd Quarter: April 1st – June 30th

3rd Quarter: July 1st – September 30th

4th Quarter: October 1st – December 31st

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: _____

Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

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

Narrative/Qualitative Report

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

Statistical/Quantitative Report

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

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than thirty (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 Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

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.

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 this 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.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People 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.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
<p align="center">#1</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">First year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of first year</p>
<p align="center">#2</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Second year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of second year</p>
<p align="center">#3</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Third year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of third year</p>

III. SPECIAL PAYMENT AND REPORTING PROVISIONS:

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feimer

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
G. Lawrence Dillon

February 27, 2019

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

FN 20 19-104
WAYS & MEANS
PUBLIC SAFETY
PUBLIC SAFETY
PUBLIC SAFETY

Dear Mr. Picente:

Enclosed is the proposed Crimes Against Revenue Grant Award which the New York State Division of Criminal Justice Services has awarded our office in the amount of \$160,878.00. Grant funds will be used to assist Assistant District Attorney Luke Davignon and investigators Scott Cifonelli and Brad Pietryka in prosecuting economic crimes that have adverse effects on state and qualifying local revenues.

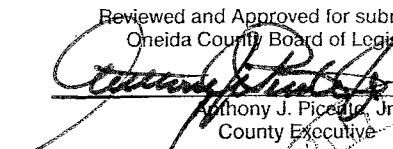
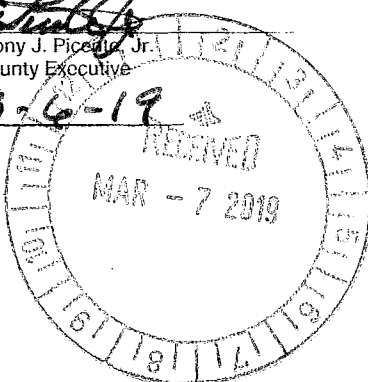
The grant period is from January 1, 2019 through December 31, 2019. Matching funds are not required.

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

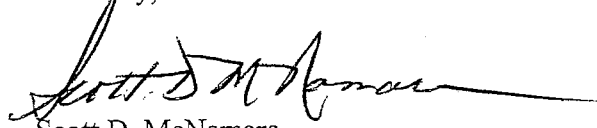
Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

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


Anthony J. Picente, Jr.
County Executive
Date 3-6-19


Sincerely,


Scott D. McNamara
Oneida County District Attorney

SDM/kn
Enc.

Oneida Co. Department: District Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Crimes Against Revenue Program

Proposed Dates of Operation: 01/01/2019 – 12/31/2019

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Funds will be used by the District Attorney for continuation of the Crimes Against Revenue Program (CARP). The program will assist the DA's office with effective investigation and prosecution of crimes that have adverse effects on governmental revenues, including state revenues and qualifying local revenues (economic crimes). Funds will assist in paying the salary and fringe of one (1) ADA and two (2) investigators, as well as equipment and software to gather data from electronic devices.
- 2) **Program/Service Objectives and Outcomes:** Develop strategic plans to combat revenue crimes; recover restitution in crime prosecution.
- 3) **Program Design and Staffing:** One (1) Assistant District Attorney; two (2) part-time Investigators; Use of the Economic Crime Lab at Utica College.

Total Funding Requested: \$160,878.00

Account #A1165.495130
#A3047

Oneida County Dept. Funding Recommendation: \$160,878.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C445130 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939	TYPE OF PROGRAMS: Crimes Against Revenue DCJS NUMBERS: CR18445130 CFDA NUMBERS:
FEDERAL TAX IDENTIFICATION NO.: 156000460 MUNICIPALITY NO.: (if applicable) 300100000000	INITIAL CONTRACT PERIOD: FROM 01/01/2019 TO 12/31/2019 FUNDING AMOUNT FROM INITIAL PERIOD: \$160,878.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 2 1-year renewal options.
CHARITIES REGISTRATION NUMBER: _____ (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> APPENDIX M <input type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

Award Contract

Project No.
CR18-1002-E00
AGREEMENT

Grantee Name
Oneida County

02/14/2019

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, 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 this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. 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.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. 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 AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor 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.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT 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.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract

Crimes Against Revenue

Project No.

CR18-1002-E00

Grantee Name

Oneida County

02/14/2019

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**
 - (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.
 - (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.
12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:
 - (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
 - (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

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

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

2/14/2019

Award Contract

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

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

January, 2014

Certified by - on

Award Contract

Project No.

CR18-1002-E00

Grantee Name

Oneida County

02/14/2019

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures. The Grantee agrees to properly account for and will submit for payment according to the agreed titles and budget amounts unless otherwise approved by DCJS.

6. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

a. For State funded grants:

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

b. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

i. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

ii. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

iii. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: <https://www.whitehouse.gov/omb/circulars/>

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

7. Budget amendments are governed as follows:

a. Requests for modifications must be made in writing by an authorized representative of the Grantee. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

i. The amount of the modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of five million dollars or less; or

ii. The amount of the modification is, as a portion of the total value of the contract, equal to or greater than five percent for contracts in excess of five million dollars.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

b. For proposed modifications to the contract less than the DCJS/OSC approval thresholds as set forth in 7 a, the following shall apply:

i. For contracts equal to \$100,000 or less, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

ii. For contracts over \$100,000, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget reallocations involving amounts above the thresholds established in paragraph b (above), a grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next payment will be approved.

c. Any other budget changes not covered in paragraphs a or b (above), such as reallocations within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff, must be requested and approved via email by a DCJS Criminal Justice Program Representative. Such approval shall be retained by the Grantee.

8. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

9. Grant-supported travel is governed as follows:

a. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller (OSC). Travel shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Grantee or the OSC travel guidelines.

b. Prior approval and written authorization from DCJS is required for out-of-state travel. Such approval shall be retained by the Grantee and submitted upon request.

10. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the written agreement must be submitted to DCJS as an attachment in the DCJS Grants Management System by the due date of the second quarterly progress report. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

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

b. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

i. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.

ii. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

iii. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

iv. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the

competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

d. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment, and schedule shall be retained by the Grantee and submitted upon request.

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

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

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

c. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

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

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

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

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

v. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

vi. A Grantee who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Grantee and submitted upon request.

12. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

13. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

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

14. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

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

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

17. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

18. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

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

20. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

a. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

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

b. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

c. Grantees must be current on all program progress reports. Failure to submit program progress reports may result in placement of a stop payment and withholding of funds.

21. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this

program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

22. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' approval shall be retained by the Grantee and submitted upon request.

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

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

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

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

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

24. Federal Funds

a. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

b. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, 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, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: <https://www.whitehouse.gov/omb/circulars/>.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

25. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without prior approval from the Executive Deputy Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

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

a. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

b. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

c. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility) The Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will 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 Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 04/16/2018

Certified by - on

Award Contract

Crimes Against Revenue

Project No.
CR18-1002-E00

Grantee Name
Oneida County

02/14/2019

APPENDIX B - Budget Summary by Participant

Oneida County
Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Investigators	1	\$46,374.00	\$46,374.00	\$46,374.00	\$0.00
Justification: Approximately two part-time investigators for approximately 910 hours each at approximately \$25.48/hour to investigate CARP cases = approximately \$46,374 total for both positions.						
2	Assistant District Attorney	1	\$65,907.00	\$65,907.00	\$65,907.00	\$0.00
Justification: Assistant District Attorney @ approximately 100% FTE, approximately \$65,907 full annual salary. This ADA will be tasked with the management of the project from investigation through the prosecution stage which will include the drafting of any search warrants, subpoenas, accusatory instruments, and/or indictments.						
Total				\$112,281.00	\$112,281.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	ADA Fringe @ approx. 28%	1	\$17,795.00	\$17,795.00	\$17,795.00	\$0.00
Justification: Fringe benefits for Assistant District Attorney @ approximately 28%.						
2	Investigator Fringe @ approx. 11%	1	\$4,962.00	\$4,962.00	\$4,962.00	\$0.00
Justification: Fringe benefits for approximately two part-time investigators @ approximately 11% total for both positions.						
Total				\$22,757.00	\$22,757.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Computer Voice Stress Analyzer (CVSA) Instrument	1	\$2,995.00	\$2,995.00	\$2,995.00	\$0.00
Justification: Upgrade to CVSA III Instrument, Dell Rugged 14 Model Series with Dell 4-year Pro- Support Onsite Hardware Service Warranty with Accident Protection						
2	Mobile Forensics System License	1	\$3,250.00	\$3,250.00	\$3,250.00	\$0.00
Justification: XRY Logical & Physical License Renewal License to facilitate the effective prosecution of economic crime in Oneida County using advanced technology. The software and equipment in question will allow our prosecutors to gather data from the electronic devices of defendants, for example, which will expedite the process of prosecution and lead to a larger return on investment of CARP funds.						
Total				\$6,245.00	\$6,245.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office Supplies	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Justification: Office equipment and supplies to be used for the prosecution of financial and economic crime. Items may include but not be limited to paper and ink cartridges.						
Total				\$3,000.00	\$3,000.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel and Training	1	\$16,595.00	\$16,595.00	\$16,595.00	\$0.00
Justification: To support office staff in the attendance of CARP-related trainings, meetings, symposiums and conferences. Covered expenditures include attendance fees, hotel rooms, food, and other various travel related expenditures.						
Total				\$16,595.00	\$16,595.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$160,878.00	\$160,878.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$160,878.00	\$160,878.00	\$0.00

Award Contract

Project No.

CR18-1002-E00

Grantee Name

Oneida County

02/14/2019

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

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

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$650 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013
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Award Contract

Crimes Against Revenue

Project No.**Grantee Name**

CR18-1002-E00

Oneida County

02/14/2019

APPENDIX D - Work Plan**Goal**

Effectively investigate, prosecute, and deter crimes adversely affecting government revenues and expenditures, and recoup lost State revenue.

Objective #1

Develop an effective enforcement strategy in collaboration with the State Department of Taxation and Finance (DTF) and other government agencies as appropriate, in an order to detect, investigate, prosecute, and deter revenue crimes.

Task #1 for Objective #1

Develop a strategic plan of action to combat revenue crimes.

Performance Measure

- 1 Provide DCJS and DTF with a detailed strategic plan of action. Plan should include but be not limited to, scope of revenue crimes to be focused on, how referrals will be reviewed and managed, criteria utilized to evaluate and determine whether an investigation and/or prosecution should be pursued.

Objective #2

Implement the approved strategic plan of action in collaboration with DTF and/or other government agencies, to effectively investigate, prosecute, and deter revenue crimes adversely affecting State government revenues.

Task #1 for Objective #2

Review referrals from DTF and other applicable government agencies along with DA-initiated cases to determine if an investigation is warranted. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Total number of referrals received by DTF.
- 2 Total number of referrals by affected agency.
- 3 Total number of referrals by outside sources.
- 4 Number of DA-generated referrals.

Task #2 for Objective #2

Conduct thorough reviews of referred and DA-initiated investigations. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Number of investigations opened per category.
- 2 Number of arrests within the quarter.
- 3 Total number of cases recommended for prosecution by agency.
- 4 Provide a brief narrative detailing any notable investigations conducted or events in this quarter.

Task #3 for Objective #2

Conduct, in collaboration with DTF, effective prosecution of revenue crimes. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Total number of cases prosecuted by agency.
- 2 Of the cases prosecuted, provide the number of cases presented at a criminal trial.
- 3 Number of cases dismissed or disposed of without prosecution by agency.
- 4 Number of open cases.
- 5 Total number and type of sentences by agency.
- 6 Provide a brief narrative detailing the collaboration between prosecutors and the DTF on significant revenue crime cases. Include any notable prosecutions or events.

Objective #3

Recover ordered restitution in revenue crime prosecution.

Task #1 for Objective #3

Effectively enforce collection of restitution ordered. Report amounts on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Total amount of restitution ordered from cases disposed within the quarter.
- 2 Total amount of initial payments made toward restitution within the quarter.
- 3 Total amount of restitution recovered (not including initial payments) within the quarter.
- 4 Amount of any Tax Law fines and penalties recovered within the quarter.
- 5 Number of case dispositions that imposed negligence penalties.
- 6 Number of case dispositions that imposed fraud penalties.
- 7 Amount of restitution recovered within the quarter credited as CARP revenue.
- 8 In GMS, provide a brief narrative and recovery amount of any civil litigation.
- 9 Provide a brief narrative describing and/or projecting any enhanced State savings or decreased State expenditures. These figures should be separate and distinct and are not part of Return on Investment (ROI).
- 10 Provide a brief narrative outlining prosecutorial efforts to pursue restitution not being paid according to the terms and conditions of the court order. Include any notable occurrences that either hindered or enhanced restitution recovery.

Objective #4

Enhance CARP investigative and prosecutorial efforts of the District Attorney's Office through training and/or meetings.

Task #1 for Objective #4

Attend educational trainings and/or meetings.

Performance Measure

- 1 Title, date(s) and location(s) of any training attended. Note: All out-of-state training funded by DCJS requires prior approval.
- 2 Name and title of attendees.

- 3 Provide a brief narrative summarizing the trainings attended.
- 4 Attendance at each CARP Symposium.

Objective #5

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #5

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

Performance Measure

- 1 What percent of your established Minority and Women Business Enterprise goal have you met to date?

Award Contract**Project No.**

CR18-1002-E00

Grantee Name

Oneida County

02/14/2019

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions**A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed written, visual or sound materials prior to their public release. Any such materials shall contain the following statement: "This project is supported by a grant from the New York State Crimes Against Revenue Program (CARP). Points of view expressed are those of the author and do not necessarily represent the official position or policies of the NYS Division of Criminal Justice."
2. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS' Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.
3. The grantee, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

B. Program:

1. Grantee agrees that if the project is not implemented within 60 calendar days of the project start date, it will report in writing to DCJS the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original start date of the grant period, the Grantee will submit a second written statement to DCJS explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
2. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fofp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.
3. The grantee shall submit a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.
4. The grantee shall submit a signed Certificate of Attestation stating these funds will be used to supplement, not supplant, existing funds and services, and that all personnel supported through this contract will work on CARP activities for the percentage of time that is commensurate with the portion of their salary funded by this grant.
5. Grantee shall enroll as a user with the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.
6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojs/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

C. Funding:

1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.
2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.
3. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Award Contract

Crimes Against Revenue

Project No.

CR18-1002-E00

Grantee Name

Oneida County

02/14/2019

Appendix M MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 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 DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractors demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

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

II. Contract Goals

A. For purposes of this contract, the DCJS has established overall goals for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified in the contract workplan.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. 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 DCJS 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 maintain an EEO policy statement and submit it to the DCJS if requested.

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

4. The Contractors EEO policy statement shall include the following, or similar, language:

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

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

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

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph E 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. Staffing Plan

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

D. Workforce Employment Utilization Report

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

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

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

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

IV. MWBE Utilization Plan

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

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

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

V. Waivers

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

VI. MWBE Subcontractor Utilization Quarterly Report

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

VII. Liquidated Damages - MWBE Participation

A. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

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 DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and 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 DCJS.

M/WBE AND EEO POLICY STATEMENT

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

M/WBE

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

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

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

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations obligations herein.
- (d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

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

VER5/13/13

Certified by - on



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

February 28, 2019

FW 20 19-105

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

PUBLIC SAFETY

Dear County Executive Picente,

WAYS & MEANS

The 911 Center requests to enter into a contract with Tiburon, Inc. / TriTech Software Systems for ASAP Alarm Interface Software. This contract also provides for testing, maintenance, and support services.

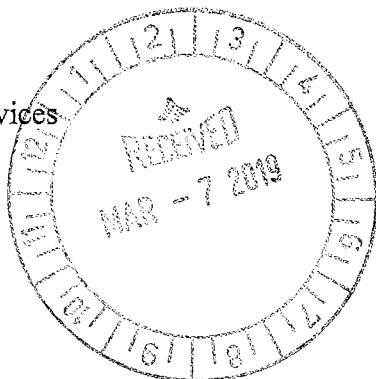
This software will speed up alarm call processing times, utilizing Next Generation 911 to enable 911 and CAD to immediately receive alarm service data as soon as the alarm monitoring service sends it.

County funds will be needed for this contract. This contract has been approved by the Board of Acquisition and Contract.

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

Sincerely

Kevin W. Revere
Director of Emergency Services



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

Anthony J. Picente, Jr.
County Executive
Date 3-6-19

kwr/kmg

Oneida Co. Department Emergency Services

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

Oneida County Board of Legislators
Contract Summary

Name & Address of Vendor: Tiburon, Inc.
9477 Waples Street
Suite 100
San Diego, CA 92121

Title of Activity or Services: Renewal of Annual Maintenance Agreement

Proposed Dates of Operations: 1/1/2019 – 12/31/2019

Client Population/Number to be Served: Oneida County Residents

SUMMARY STATEMENTS

- 1) **Narrative Description of Proposed Services:** Services designed to provide 24/7 access to our customer call center for product support. This agreement includes help desk and software updates for the CAD system.
- 2) **Program/Service Objectives and Outcomes:** To provide on-site and remote diagnostic capabilities.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$105,186.00

Account: A3020.493

Oneida County Dept. Funding Recommendation: \$105,186.00

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

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: The Department has utilized Tiburon for maintenance of their CAD system for many years and is pleased with their support.



Maintenance Renewal

For

Oneida County, NY
20-Nov-18



A TriTech Software Systems company

Maintenance (Help Desk & Software Updates) for 13 DispatchNow CAD licenses, NYSPIN State Interface, 1 ProQA Interface, and 3 CAD Queries

Item	Price
Maintenance DispatchNow CAD: 1/1/2019 - 12/31/2019	\$95,165
Maintenance State Interface: 1/1/2019 - 12/31/2019	\$6,657
Maintenance ProQA Interface: 1/1/2019 - 12/31/2019	\$2,513
Maintenance CAD Queries: 1/1/2019 - 12/31/2019	\$851
Total	\$105,186

The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware

Tiburon requires remote VPN access to the customer site (minimum 1Mbps)



A TriTech Software Systems company

Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.

PAYMENT Payable 100% at signature

VALIDITY 60 days

- Services will be performed in accordance with the attached Maintenance and Support Guidelines, which are incorporated herein.

Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:

Printed Name (Authorized Representative)

Title

Signature

Date

For TIBURON, Inc.

Roxanne Lerner

Signature

Roxanne Lerner

Printed Name

Director of Contracts

Title

2/27/2019

Date

Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	November 20, 2018

ADDENDUM A - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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



FRANK J. NEBUSH, JR., Esq.
Public Defender

ONEIDA COUNTY PUBLIC DEFENDER

CRIMINAL DIVISION

250 Boehlert Center
321 Main St., Utica NY 13501
Phone: (315) 798-5870 Fax: (315) 734-0364

LELAND D. MCCORMAC III, Esq.
Chief Trial Counsel

PATRICK J. MARTHAGE, Esq.
Chief Appellate Counsel

JOHN A. PANZONE, Esq.
Attorney-In-Charge
City Courts and CAFA Sections

Thursday, February 28, 2019

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

APR 20 19-106

PUBLIC SAFETY
WAYS & MEANS

Re: Certification of Section 606 Expenses

Carlos Abreu, David J. Alpy, Matthew Berry, David A. Bressard, Richard Brink, Dionte Cooper, Joseph Curry, Carlos A. Encarnacion, Jacob Estes, Vincent Faulkner, Deytrell Foster, Thomas Franqueira, Christopher Ivezaj, Isaac L. Lynch, Kerry Morrison, David Ortiz, Darnell Pender, Elvis Perez, Bryan Pittsley, Beau Raymonda, Jerome Riley, Joel A. Rojas, Carlos J. Roman, Dangelo Rook, Dennis Rowell, Joseph Solivan, Stevon Spencer, Cimmeron O. Stamp, William Stevens, Dillin Tolentino, Wilfredo Vasquez, Carlos Vivenes, Joseph K. Walker, Jr., Claude White and Laterence Wilson, being inmates of the State of New York.

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

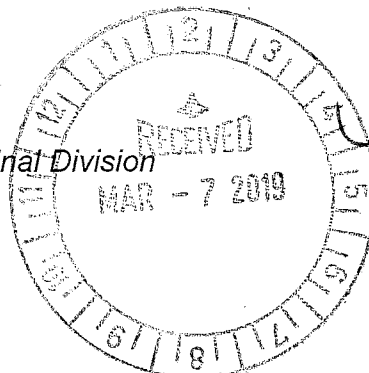
- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients.

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

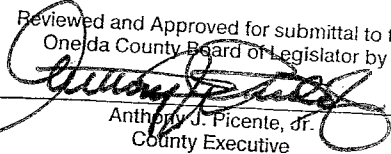
Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,


Frank J. Nebush, Jr.
Oneida County Public Defender, Criminal Division



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


Anthony J. Picente, Jr.
County Executive

Date 3-7-19



**ONEIDA COUNTY
DEPARTMENT OF PROBATION**

ANTHONY J. PICENTE, JR.
County Executive

Boehlert Center at Union Station
321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

Patrick Cady
DIRECTOR

300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

E-mail: probation@ocgov.net · Web Site: www.ocgov.net

February 8, 2019

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

2019-107

PUBLIC SAFETY
WAYS & MEANS

Re: Annual Support and Maintenance Contract

Dear Mr. Picente:

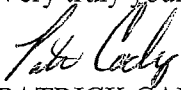
In 2015/2016, the Probation Department installed a data management system (called Caseload Explorer) utilizing Automon Software Solutions, Inc. with Capital Improvement funds. It has been most successful in managing time, supervision, and supporting Public Safety. We currently have 63 users and are in the process of expanding to mobile connections. The Probation Department would like to contract with Automon for continued maintenance of this system.

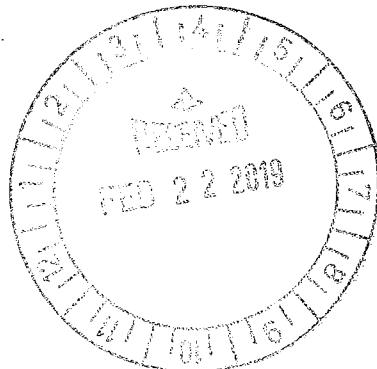
On August 8, 2018, the Board of Legislators passed Res. #2018-219 which approved the Software Maintenance Agreement with AutoMon for an initial one-year term. Attached is the first year's extension of the Software Maintenance Agreement. We would like to utilize the 1st one-year extension period, as provided for in the original contract. The total expense for the 1st one-year extension period is \$18,697.94.

I ask that the BOL approve this current extension period, as well as the next three possible extension periods, as provided for in the original contract. The total cost of this extension, plus the next three extension periods, is \$79,400.13.

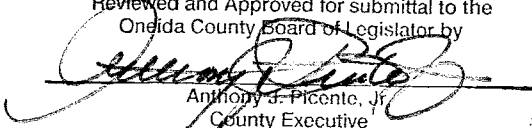
Please forward this agreement to the Board of Legislators for their approval. Your support for all of our efforts continues to be most appreciated.

Very truly yours,


PATRICK CADY
PROBATION DIRECTOR



PC:kas
Attachments

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

Anthony J. Picente, Jr.
County Executive
Date 2-22-19

Oneida Co. Department: Probation Department

Competing Proposal -
Only Respondent –
Sole Source RFP –
Other - X

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name and Address of Vendor: AutoMon Software Solutions, LLC.
6621 North Scottsdale Road
Scottsdale, AZ 85250

Title of Activity or Service: Software Maintenance Agreement-
For Caseload Explorer

Proposed Dates of Operation: July 15, 2019 – July 14, 2020
(Original contract has costs for next 4 years worked into it as possible extensions.
Extension periods end in 2023).

Client Population/Number to be Served: Probation Staff

Summary Statements:

1. **Narrative Description of Proposed Services:** Annual Maintenance for the Data Management System (Caseload Explorer). This contract will provide technical expertise, repair of software errors, and software updates to Caseload Explorer.
2. **Program/Service Objectives and Outcomes:** Complete and efficient case management/record keeping for the Probation Department.
3. **Program Design and Staffing:** NA

Total Funding Requested: \$18,697.94

Account #A3141.493

Oneida County Dept. Funding Recommendation: \$18,697.94 (Year 1)

Four extension periods provided for in contract (total \$79,400.13):

Term	Cost
7/15/2019 - 7/14/2020	\$ 18,697.94
7/15/2020 - 7/14/2021	\$ 19,445.86
7/15/2021 - 7/14/2022	\$ 20,223.69
7/15/2022 - 7/14/2023	\$ 21,032.64

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

Cost per Client Served: NA

Past Performance Data: NA

O.C. Departmental Staff Comments: The Board of Legislators approved the first year of funding for this agreement on August 8, 2018, Res. #2018-219. We ask the BOL approve this 1st year extension, as well as the next three (3) possible extension periods.

AutoMon Software Solutions, LLC
Extension Agreement

THIS EXTENSION AGREEMENT (the "Agreement"), is entered into on the ____ day of _____, 2019, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501, by and through its Probation Department, located at Boehlert Center at Union Station, 321 Main Street, Utica, New York 13501, hereinafter collectively referred to as the "County," and AutoMon Software Solutions, LLC, having its principal offices at 6621 North Scottsdale Road, Scottsdale, AZ 85250, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County and Contractor previously entered into an agreement which is in effect from July 15, 2018 to July 14, 2019 (County contract no. 65967), hereinafter referred to as the "Prior Contract," whereby Contractor provides the County with Caseload Explorer software and maintenance services; and

WHEREAS, the Prior Contract enables the County and Contractor to extend the Prior Contract for four (4) subsequent one (1) year periods; and

WHEREAS, the County and Contractor desire to utilize that option and extend the Prior Contract for the first additional one (1) year period, without change or adjustment to the other terms of the Prior Contract;

NOW THEREFORE, in consideration of the mutual promises made by the parties herein, the County and Contractor agree as follows:

1. **Term.** The term of the Prior Contract shall be extended to run for one (1) additional one (1) year period, from July 15, 2019 to July 14, 2020.
2. **Payment.** The cost to the County for this first extension period shall be a total of eighteen thousand, six hundred ninety-seven dollars and ninety-four cents (\$18,697.94), at an hourly rate of one hundred ninety-nine dollars and seventy-nine cents (\$199.79) for annual maintenance of the Caseload Explorer data management system.
3. **Other Terms.** All other terms and attachments of the Prior Contract remain in effect without change or adjustment. Said Prior Contract is attached hereto and made a part hereof as Appendix A.

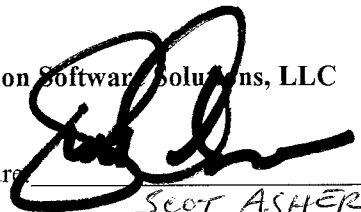
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SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement for services on the day and year first above written.

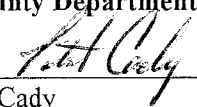
County of Oneida

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

AutoMon Software Solutions, LLC

Signature: 
By: SCOT ASHER
Title: VICE PRESIDENT
Date: 2/18/19

Oneida County Department of Probation

Signature: 
By: Patrick Cady
Title: Director
Date: 1/20/2019

Approved

Alison Stanulevich, Esq.
Assistant County Attorney

APPENDIX A

Prior Contract

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement (the "Agreement") is between AutoMon Software Solutions, LLC., located at 6621 North Scottsdale Road, Scottsdale AZ, 85250 (the "Licensor"), and the County of Oneida, located at 800 Park Ave, Utica, New York 13501 (the "County"), through its Probation Department, located at Boehlert Center at Union Station, 321 Main Street, Utica, New York 13501 (the "Customer") for Caseload Explorer Software locally installed at the Customer site.

1. Technical Support Services. Technical Support Services (the "Services") shall mean providing Licensor's technical expertise to assist the Customer in the on-going use of the licensed software, repair of software errors, and software updates to enhance and improve Caseload Explorer and any local interfaces supported by Licensor. These Services shall be provided consistent with the terms and conditions set forth in the Software Maintenance Services Customer Handbook, Version 6.0, dated January 11, 2017, or its successor, a copy of which is attached hereto as Exhibit A. Customer must maintain and provide, consistent with County security policies, access to Licensor's personnel via secure high speed remote access connection. Services will be provided remotely by telephone or online at Licensor's option. If at any time during the term of this Agreement, a New York OGS Contract comes into effect that covers the support of Caseload Explorer or any other products licensed by Customer from Licensor, the terms and conditions of New York OGS Contract shall govern the terms and conditions of this Software Maintenance Agreement.

2. Term and Termination.

2.1. The term of this Software Maintenance Agreement shall commence on July 15, 2018 (the "Effective Date") and shall remain in force for a term of twelve (12) consecutive months, expiring July 14, 2019 (the "Term").

2.2. This Agreement may be extended by mutual written agreement of the parties for up to four (4) additional one (1) year terms.

2.3. Termination for Convenience. The County shall have the right to terminate this Agreement in its entirety for its convenience at any time by providing Licensor with written notice. Such termination shall not entitle the County to a refund of any pre-paid subscription fees or other costs, and the County must promptly pay any unpaid obligations owed to Licensor for the Term as of the date of the County's written notice of termination.

2.4. Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

2.5. Refund or Payment upon Termination. Upon any termination for cause by the County, Licensor shall refund the County any prepaid fees covering the remainder of the Term after the effective date of termination. Upon any termination for cause by Licensor, the County shall pay any unpaid fees covering the remainder of the Term after the effective date of termination. In no event shall any termination relieve the County of the obligation to pay any fees payable to Licensor for the period prior to the effective date of termination.

3. **Maintenance and Support Fee.** The table below sets forth the annual charge for the Services and hourly time and materials charge applicable to authorized change orders during the Term, as well as any extended term in accordance with Section 2.2 above:

Caseload Explorer Software Maintenance Services

Term	Cost
7/15/2018 - 7/14/2019	\$ 16,959.28
7/15/2019 - 7/14/2020	\$ 18,697.94
7/15/2020 - 7/14/2021	\$ 19,445.86
7/15/2021 - 7/14/2022	\$ 20,223.69
7/15/2022 - 7/14/2023	\$ 21,032.64

Hourly Time and Materials

Term	Rate
7/15/2018 - 7/14/2019	\$ 192.11
7/15/2019 - 7/14/2020	\$ 199.79
7/15/2020 - 7/14/2021	\$ 207.79
7/15/2021 - 7/14/2022	\$ 216.10
7/15/2022 - 7/14/2023	\$ 224.74

4. **Payment.** Payment will be made only to the extent funds have been appropriated and are available for the purposes of this Agreement, and no liability on account thereof shall be incurred by the County beyond the amount of such funds.

5. **Confidentiality.**

5.1. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The County's Confidential Information shall include County Data. Licensor's Confidential Information shall include the Services. Confidential Information of both parties shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than County Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

5.2. **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

5.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5.4. **Exclusive Property.** Each party's Confidential Information shall remain the exclusive property of the party. The County's Confidential Information shall be returned by Licensor to the County, or destroyed at the County's direction, upon termination or expiration of this Agreement. Licensor acknowledges that the County is subject to various legal requirements for record retention, and Licensor agrees that any Confidential Information disclosed to the County in tangible form shall be retained and disposed of by the County, at the County's sole discretion, in accordance with the Records Retention And Disposition Schedule CO-2, pursuant to 8 NYCRR § 185.13 (Appendix J).

5.5. **FOIL.** Licensor acknowledges and agrees that the County is subject to New York Public Officers Law, Article 6, Freedom of Information Law ("FOIL"). In order for the County to assert the exception for proprietary information contained in Public Officers Law Section 87(2)(d), Licensor shall mark any Confidential Information it wishes to have the County withhold upon a request received pursuant to FOIL as follows: "Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d)."

6. **Performance of Services.**

6.1. Licensor represents that Licensor is duly licensed and has the qualifications, the specialized skills, the experience and the ability to properly perform the Services. Licensor shall use the Licensor's best efforts to perform the Services such that the results are satisfactory to the County. Licensor 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.

6.2. Licensor may, at the Licensor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Licensor 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. Licensor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State, or Local Laws and Regulations. Licensor shall expressly advise the Assistants of the terms of this Agreement.

6.3. Licensor acknowledges and agrees that Licensor 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.

6.4. Licensor shall inform the County within twenty-four (24) hours if it is unable or unwilling to perform Services pursuant to this Agreement. Licensor maintains the right to do so at any time, and the County maintains the right to contract with other individuals or entities to perform the same Services.

7. **Independent Contractor.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

7.1. Licensor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. Licensor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it, nor any of its employees, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

7.2. Licensor warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar Services to other entities as a regular course of business. Licensor and the County agree that Licensor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.

7.3. Licensor shall not be eligible for compensation for absence due to i) illness; ii) normal vacation; or iii) attendance at school or special training or a professional convention or meeting.

7.4. Licensor acknowledges and agrees that Licensor shall not be eligible for any County employee benefits, including retirement membership credits.

7.5. Licensor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Licensor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Licensor's self-employment, sole proprietorship or other form of business organization, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Licensor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

7.6. Licensor 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.

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

7.8. Licensor 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.

8. **Insurance.** Licensor shall maintain, in full force and effect during the Term of this Agreement, at Licensor's expense, insurance with stated minimum coverages, as described in Schedule A, attached and incorporated into this Agreement.

9. **Indemnification.** To the fullest extent permitted by applicable law, Licensor (the "Indemnifying Party") shall indemnify and hold harmless, and at Oneida County's option, defend, Oneida County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any

and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Licensor's authorized personnel) arising out of or in connection with the exercise by Licensor or any of Licensor's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

10. **Service of Process.** Licensor expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

11. **Agreement to Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York. Licensor expressly consents to personal jurisdiction in New York State.

12. **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

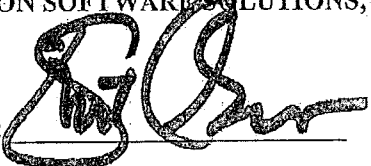
13. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14. **Entire Agreement.** This Agreement, along with Schedule A (Insurance Requirements), Exhibit A (Software Maintenance Services Customer Handbook), Exhibit B (Standard Oneida County Conditions), and Exhibit C (Oneida County Software-As-A-Service Terms and Conditions) constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties sought to be bound.

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

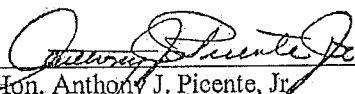
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year written below.

AUTOMON SOFTWARE SOLUTIONS, LLC

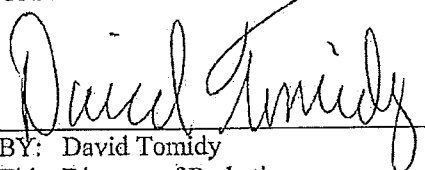
Signature:  JUNE 5, 2018
Date

BY: Scot Asher
Title: VP of Sales

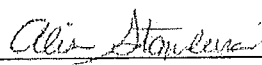
ONEIDA COUNTY

 8/13/18
BY: Hon. Anthony J. Picente, Jr.
Title: Oneida County Executive
Date

ONEIDA COUNTY PROBATION DEPARTMENT

 6/8/18
BY: David Tomidy
Title: Director of Probation
Date

Approved


Alison M. Stanulevich
Assistant County Attorney

SCHEDULE A
TO SOFTWARE MAINTENANCE AGREEMENT
INSURANCE REQUIREMENTS

- A. Licensor 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 \$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. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
 2. Workers' Compensation and Employers Liability
 - a. Statutory limits apply.
 3. Automobile Liability
 - a. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
 4. Professional Liability
 - a. \$2,000,000 Aggregate Liability
 - b. \$1,000,000 / occurrence
 5. Technical Errors and Omissions
 - a. \$2,000,000 Aggregate Liability
 - b. \$2,000,000 / occurrence
 6. Commercial Umbrella
 - a. Umbrella limits must be at least \$2,000,000.
 - 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.

- B. Waiver of Subrogation: Licensor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, Licensor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of Licensor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.



Software Maintenance Services

Customer Handbook

Version 6.0

Effective Date: January 11, 2017

AutoMon, LLC
6621 N Scottsdale Road
Scottsdale, AZ 85250
480.368.8555
www.automon.com



TABLE OF CONTENTS

Contents

Welcome to AutoMon Support

Contacting AutoMon Support

Customer Responsibilities

Service Level Definitions

Product Version Releases

Upgrade Process

Other Support Services

Definitions



Welcome to AutoMon Support

AutoMon is committed to ensuring your success. We offer customers direct, high-quality, responsive technical support. We strive to create a support environment that will provide you with the information and resolutions quickly, resulting in maximized availability and increased performance of our software tools.

This handbook provides guidelines and reference materials that describe AutoMon's software support, system upgrades, customer responsibilities and maintenance terms. Delivery of support is governed by your maintenance contract with AutoMon. To the extent that there are any differences between your maintenance contract and this handbook, the maintenance contract shall govern.



Contacting AutoMon Support

Once the Customer is using an AutoMon product or service, support is handled by AutoMon's Help Desk. Support may be requested using AutoMon's toll-free phone number, or via "AutoMon Connect," an online portal for reporting issues or errors. After-hours support is available for an additional hourly fee and only offered on a non-guaranteed response time.

The AutoMon Help Desk may be reached by calling 1-888-726-8110 Ext 2. AutoMon's Standard Support Hours are: Europe and South America Mon-Fri 9 a.m. to 5 p.m. (ET) North America (except for Alaska and Hawaii) Mon-Fri 9 a.m. to 5 p.m. (Local Time Zone) Alaska and Hawaii Mon-Fri 6 a.m. to 5 p.m. (Pacific Time) excluding weekends and holidays. Additional Support Hours are honored in accordance with the Support Hours specified in your License, Maintenance and Service Agreement. Alternatively, AutoMon Connect can be accessed via the AutoMon website Support page at:

<https://portal.teamsupport.com/AutoMonLLC>

Logons and Passwords to AutoMon Connect are issued through the portal itself. To receive a password you can visit the URL above and select to request access. As long as your Software Maintenance Agreement is in effect, there is no limit on the amount of Standard Business Hours Support except as described above.

Depending on the terms of your license and maintenance agreement, software upgrades for licensed modules may be a part of our obligations to you. Please check your contract agreements with AutoMon for details.



Customer Responsibilities

You are required to establish and maintain an internal help desk to provide First Line Support for the software directly to your users. This may include topics such as network, server hardware, systems software, desktop support and basic user questions or problems. First Line Support shall include but not be limited to:

- A direct response to users with respect to inquiries concerning the performance, functionality or operation of the system
- A direct response to users regarding problems with the system
- A diagnosis of problems reported
- A resolution of the problems reported

If after reasonable commercial efforts your First Line Support is unable to diagnose or resolve the issues reported, your designated representative may contact AutoMon Support regarding issues with the licensed software. In the event that you do not establish and maintain First Line Support to your users, AutoMon reserves the right to request an increase your current maintenance fee and/or assess charges for out of scope work. Any additional charges, referred to in the previous sentence, will constitute a change order that must be signed by both parties.

Additional customer responsibilities include:

- Maintaining all required Third Party Software to the release level compatible with the installed version(s) of the Licensed Software;
- Implementing and performing appropriate data backup and data recovery procedures related to the Licensed Software;
- Securing a high speed internet connection for use by AutoMon to perform support services;
- Maintaining software maintenance and updating agreements with Third Party Software vendors at your expense.



Service Level Definitions

Service requests for AutoMon software may be submitted by your designated representative online via AutoMon's web-based customer support system, IssueTracker, or by telephone. The Service Level shall be determined based on the severity definitions specified below.

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available.	2 hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable; however, operations can continue in a restricted fashion or by use of a Circumvention Procedure.	1 business day	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience or a Circumvention Procedure is available.	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a software.	2 business days	Issue may be resolved at AutoMon's discretion at a future date
6	All Enhancement requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local	4 business days	These requests are outside the scope of our maintenance



	environments, networks or third party software.		obligations
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Product Version Releases

AutoMon will provide the Customer with Version Releases (as defined below) for the Licensed Software in accordance with the terms of your license and maintenance agreements with AutoMon.

The term "Version Releases" means new versions of the Licensed Software that contain technical repairs and improvements, functional enhancements, updates, and/or maintenance changes to existing functionality in the Licensed Software. In some cases, new features, functionality, and extensions to the application may be considered a "New Product" by AutoMon. In order to obtain a "New Product", the Customer will have to license the "New Product." The determination of whether changes to the Licensed Software are considered Version Releases or a "New Product" shall be made solely at the discretion of AutoMon. AutoMon will not install New Products without prior written authorization from the Customer. The delivery of each Version Release will include a complete, installable copy of the Licensed Software. When appropriate, Version Releases will be accompanied by one or more of the following: user documentation, installation documentation, and release notes.

The Customer shall be responsible for the installation, integration, and training with respect to each Version Release or they can contract with AutoMon to perform these services.

Upgrade Process

For hosted or SAAS licensed software, the steps are:

1. AutoMon will notify customer that a new version or release is ready and will be deployed. During deployment of new versions or releases, the Licensed Software may be unavailable for use.
2. AutoMon will deploy the new version and notify the customer that the upgrade is complete.

For on-premise licensed software (licensed software that resides on customer owned servers) the steps are:



1. AutoMon will notify customer that a new version release to their Licensed Software is ready to be deployed.
2. In preparation for the update each Customer will be responsible for downloading the required installation files from the AutoMon SFTP site or as otherwise directed by AutoMon staff. Instructions for obtaining updates and installing those updates will be provided by AutoMon to the customer.
3. Each Customer will be responsible for preparing their servers for implementation of updates and running the installation programs on their Licensed Software. AutoMon will assist with updating local servers and running the installation programs associated with updates on a time and materials basis. See your agreement with AutoMon for applicable hourly rates.
4. Please note that in an increasing number of instances, version release upgrades will occur without active assistance of the customer, via AutoMon automated update process using Ce Sync. When Ce Sync updates your Licensed Software you will be notified in advance by AutoMon and provided release notes describing the changes that will occur.

Other Support Services

Customers may request additional services by contacting the AutoMon sales department at sales@automon.com. Such other support services may include, services related to: (a) additional training; (b) programming services; and (c) business analysts. AutoMon shall provide to Customer a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees.

Definitions

- a) "Circumvention" or "Circumvention Procedures" shall mean, as applied to a Documented Defect, a change in operating procedures whereby the Customer can reasonably avoid any deleterious effects of such Documented Defect.
- b) "Documented Defect" means a failure of the Licensed Software to properly perform any of its intended functions. The Customer must use reasonable effort to document a Documented Defect



with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to AutoMon concurrently with its notification to AutoMon of such defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to AutoMon of such defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Licensed Software. Any technical or other issue for which the Customer requests services, but which is not a Documented Defect, shall be treated as a request for additional services requiring a Change Order.

- e) "Documentation" means the training materials, user's manuals and other materials in any form or medium provided by AutoMon to the users of the Licensed Software regarding the use or maintenance of Licensed Software.
- d) "Enhancement." Any modification or addition that, when made or added to the Licensed Program, changes its utility, efficiency, functional capability, or application, but that does not constitute an Error Correction.
- e) "Error." Any failure of the Licensed Program to materially conform to its functional specifications as agreement in writing with the Customer or Documentation as published from time to time by AutoMon. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Program shall not be considered an Error.
- f) "Error Correction." Either a modification or an addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the Documentation, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.
- g) Licensed Software includes any and all software and Documentation to which Customer obtains or is granted any rights under a License Agreement with AutoMon.
- h) Third Party Software means software licensed by a party other than AutoMon.

EXHIBIT B

STANDARD ONEIDA COUNTY CONDITIONS

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and

supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in

accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

EXHIBIT C

ONEIDA COUNTY SOFTWARE-AS-A-SERVICE TERMS AND CONDITIONS

1. Definitions:

a. **“Authorized Persons”** means the service provider’s employees, contractors, subcontractors or other agents who need to access to Oneida County’s data to enable the service provider to perform the services required.

b. **“Data Breach”** means unauthorized access that results in the use, disclosure or theft of Oneida County’s data.

c. **“Individually Identifiable Health Information”** means Information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.ⁱ

d. **“Software-as-a-Service” (SaaS)** means the capability provided to Oneida County to use the provider’s applications running on a cloud Software. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. Oneida County does not manage or control the underlying cloud Software including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.ⁱⁱ

e. **“Non-Public Data”** means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Oneida County because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. All Oneida County data in the possession of the SaaS provider is considered “Non-Public Data” unless expressly noted under the terms of this contract.

f. **“Personal Data”** means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

g. **“Protected Health Information” (PHI)** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.ⁱⁱⁱ

h. **“Oneida County Data”** means all data created or in any way originating with Oneida County, and all data that is the output of computer processing of or other electronic manipulation of any

data that was created by or in any way originated with the Oneida County, whether such data or output is stored on the Oneida County's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by Oneida County or by the service provider.

i. "Oneida County Identified Contact" means the person or persons designated in writing by Oneida County to receive security incident or breach notification.

j. "Security Incident" means the potentially unauthorized access to data the service provider believes could reasonably result in the use, disclosure or theft of Oneida County's that data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

k. "Service Level Agreement" (SLA) means a written agreement between Oneida County and the service provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.

l. "Service Provider" (SP) means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

m. "Statement of Work" means a written statement in a solicitation document or contract that describes the Oneida County's service needs and expectations.

2. Data Ownership: Oneida County will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access Oneida County user accounts, or Oneida County data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the County's written request.

3. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of Oneida County information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of Oneida County information within its control and comply with the following conditions:

a. The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Oneida County data within its control. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

b. All data obtained by the service provider within its control in the performance of this contract shall become and remain property of Oneida County.

c. Unless otherwise stipulated, Oneida County data shall be encrypted at rest and in transit with controlled access. The service level agreement (SLA) and contract document will specify which party is responsible for encryption and access control of the Oneida County data for the service model under contract.

d. Unless otherwise stipulated, all Oneida County data in possession of the vendor is considered non-public data to the service provider. Therefore, the level of protection and encryption for all Oneida County data shall be identified and made a part of this contract.

e. At no time shall any data or processes – which either belong to or are intended for the use of Oneida County or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include Oneida County.

4. Data Location: The service provider shall provide its services to Oneida County and its end users solely from data centers in the United States (U.S.). Storage of Oneida County data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store Oneida County data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access Oneida County data remotely only as required to provide technical support.

5. Security Incident or Data Breach Notification: The service provider shall inform the Oneida County of any security incident or data breach related to Oneida County data within the possession or control of the service provider and related to the service provided under this contract.

a. **Security Incident Reporting Requirements:** Unless otherwise stipulated, the service provider shall immediately report a security incident related to its service under the contract to the Director of Oneida County Central Services

b. **Breach Reporting Requirements:** If the service provider has actual knowledge of a confirmed data breach that affects the security of any Oneida County content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the Oneida County Director of Central Services within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

6. Breach Responsibilities: This section applies when a data breach occurs with data within the possession or control of a service provider and related to service provided under this contract.

a. The service provider, unless stipulated otherwise, shall immediately notify the Oneida County Director of Central Services by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The service provider, unless stipulated otherwise, shall promptly notify the Oneida County Director of Central Services within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the Oneida County Director of Central Services as reasonably requested County to investigate and resolve the data breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) providing credit

monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law; and (5) complete all corrective actions as reasonably determined by the service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

7. Notification of Legal Requests: The service provider shall contact the Oneida County Director of Central Services upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to Oneida County's data under this contract, or which in any way might reasonably require access to the data of the Oneida County. The service provider shall not respond to subpoenas, service of process and other legal requests related to Oneida County without first notifying the Oneida County, unless prohibited by law from providing such notice.

8. Termination and Suspension of Service:

a. In the event of an early termination of the contract, the service provider shall allow for the Oneida County to retrieve its digital content and provide for the subsequent secure disposal of Oneida County digital content.

b. During any period of suspension, the service provider shall not take any action to intentionally erase any Oneida County digital content.

c. In the event of early termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any Oneida County data for a period of 1) 30 days after the effective date of termination, if the termination is for convenience; or 2) 30 days after the effective date of termination, if the termination is for cause. After such day period, the service provider shall have no obligation to maintain or provide any Oneida County data and shall thereafter, unless legally prohibited, delete all Oneida County data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the service provider will impose no fees for access and retrieval of digital content to the customer.

d. After termination of the contract and the prescribed retention period, the provider shall securely dispose of all digital content in all of its forms, such as disk, CD/DVD, backup tape and paper. Oneida County's digital content shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to Oneida County.

9. Background Checks: The service provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the Oneida County's information among the service provider's employees and agents.

10. Access to Security Logs and Reports:

a. The service provider shall provide reports to the Oneida County Director of Central Services directly related to the Software that the service provider controls upon which the Oneida County account resides. Unless otherwise agreed to in the SLA, the service provider shall provide the Oneida County's Director of Central Services a history or all API calls for the Oneida County account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the service

provider. The report will be sufficient to enable Oneida County to perform security analysis, resource change tracking and compliance auditing.

b. The service provider and Oneida County recognize that security responsibilities are shared. The service provider is responsible for providing a secure Software. Oneida County is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

11. Contract Audit: The service provider shall allow Oneida County to audit conformance to the contract terms. Oneida County may perform this audit or contract with a third party at its discretion and at Oneida County's expense.

12. Data Center Audit: The service provider shall perform an independent audit of its data centers at least annually and at its own expense, and provide a redacted version of the audit report upon request to the Oneida County Director of Central Services. The service provider may remove its proprietary information from the redacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

13. Change Control and Advance Notice: The service provider shall give advance notice (to be determined at contract time and included in the SLA) to Oneida County of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

14. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to Oneida County such that adequate protection and flexibility can be attained between the Oneida County and the service provider. For example: virus checking and port sniffing – Oneida County and the service provider shall understand each other's roles and responsibilities.

15. Non-Disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements and limit staff knowledge of customer data to that which is absolutely necessary to perform job duties.

16. Responsibilities and Uptime Guarantee: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment is the responsibility of the service provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.



Undersheriff Joseph Lisi
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger

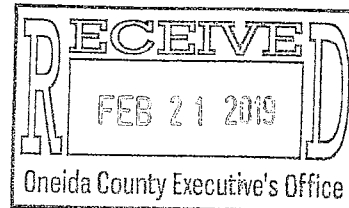
Sheriff Robert M. Maciol

February 19, 2019

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

FN 20 19-108

PUBLIC SAFETY



Dear County Executive Picente:

The Sheriff's Office would like to request a Supplemental Appropriation of Funds of \$10,000 to be used to purchase specialized computer equipment for the Child Advocacy Center to aid in the forensic examination of digital evidence. The Sheriff's Office has been provided funds thru NYS Division of Criminal Justice Services. No County dollars will be used for this project.

I respectfully request that this matter be acted on at the April 2017 Board of Legislators board meeting.

The Supplemental Appropriation Request is as follows:

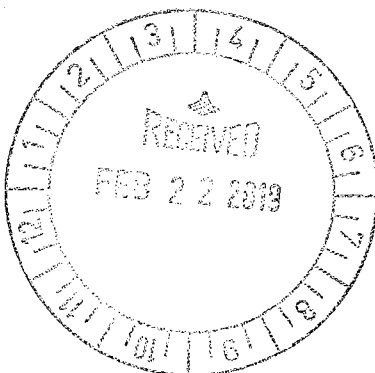
<u>Revenue Account</u>	<u>Amount</u>
A3382 State Aid – DCJS – CAC Grant	\$10,000.
<u>Expense Account</u>	<u>Amount</u>
A3113.295 Equipment	\$10,000.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 2-21-19

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

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

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

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



Undersheriff Joseph Lisi
Chief Deputy Jonathan G. Owens

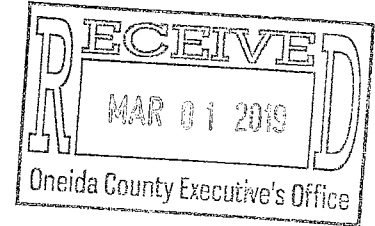
Chief Deputy Gregory Pflieger

Sheriff Robert M. Maciol

February 28, 2018

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

MAR 20 19 169



PUBLIC SAFETY

Dear County Executive Picente,

WAYS & MEANS

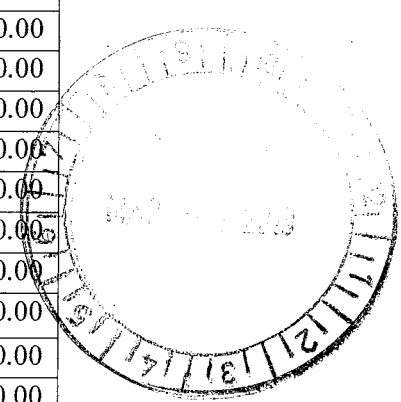
The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner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

In 2018, there was a profit of \$219,505.99 which will be rolled over into 2019 (as indicated in the attached Revenue/Appropriation Analysis Report for the Commissary). Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2019, the surplus will be used for horticulture programming, educational services and supplies, a life skills program, sewing projects, recreational items, worker pod, library, notary and other services.

I respectfully request that this matter be acted on at the APRIL 2019 meeting.

The 2019 Supplemental Appropriation request is as follows:

A3152.211	Office Equipment	\$5,000.00
A3152.212	Computer Hardware	\$30,000.00
A3152.271	Recreational Equipment	\$20,000.00
A3152.295	Other Equipment	\$62,000.00
A3152.411	Office Supplies	\$10,000.00
A3152.425	Training & Special Schools	\$7,000.00
A3152.454	Travel – Meetings & Seminars	\$5,000.00
A3152.471	Recreational Supplies	\$20,000.00
A3152.491	Other Material & Supplies	\$20,000.00
A3152.492	Computer Software & Licenses	\$20,000.00
A3152.493	Maintenance, Repair & Service Contracts	\$10,000.00
A3152.4951	Other Expenses	\$10,505.99
		=====
Total Expenses:		\$219,505.99



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Fax (315) 798-6495



Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger

Sheriff Robert M. Maciol

This appropriation will be supported by revenue in A1525, Prisoner Charges – Commissary

A1525	Revenue Prisoner Commissary	\$219,505.99
		=====
Total Revenue:		\$219,505.99

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

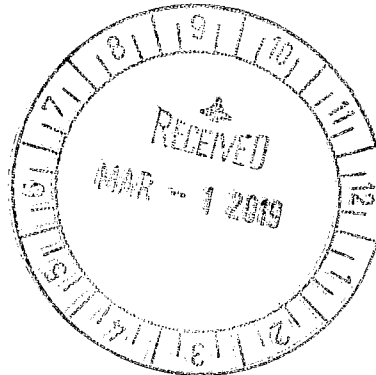
Robert M. Maciol,
Oneida County Sheriff

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

Gregory Pflieger, Jr.
County Executive

Date 3-1-19

CC: Tom Keeler, Budget



Administrative Office
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Undersheriff Joseph A. Lisi
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger

Sheriff Robert M. Maciol

January 16, 2019

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

FN 20 19-110

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

I am requesting approval of an Agreement with the Town of Marcy for one (1) deputy to provide security services at the Town's Municipal Court located at 8801 Paul Becker Road, Marcy, New York 13403. The Agreement will commence January 1, 2019 and conclude December 31, 2019.

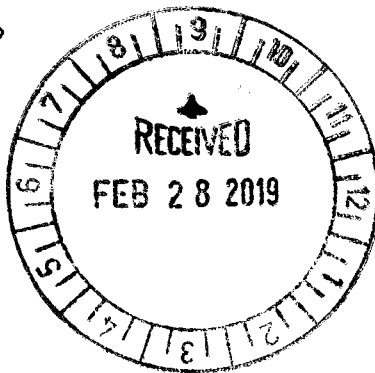
The Town of Marcy will reimburse the County for the cost of the deputy's services at a rate of \$69.00 per hour. The County will bill the Town for services rendered biannually in June and December of 2019. The amount of revenue this will produce is unknown at this time.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature, and that this agreement is forwarded to the Board of Legislators for their approval. I request that the Town of Marcy be approved as a template contract for Court Security Services.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Oneida County Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 2-26-19

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

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
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Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Town of Marcy
8801 Paul Becker Road
Marcy, New York 13403

Title of Activity or Service: Court Security at Town of Marcy Court

Proposed Dates of Operation: 1/1/2019-12/31/2019

Client Population/Number to be Served: Town of Marcy Court

Summary Statements

- 1) **Narrative Description of Proposed Services:** One (1) Deputy to be present for Town of Marcy Court. This deputy will provide general security when court in in session.
- 2) **Program/Service Objectives and Outcomes:** Provide security and enforce all laws and regulations.
- 3) **Program Design and Staffing:** One (1) deputy to be present at Town of Marcy Court.

Total Funding Requested: Dependent upon court dates

Account # 3120 (Expense)
A1526 (Revenue)

Oneida County Dept. Funding Recommendation: Unknown

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

Cost Per Client Served: N/A

Past Performance Data: The Sheriff has provided court security in the past, and the Town wishes to continue to obtain these services.

O.C. Department Staff Comments: \$69/hr for one (1) deputy to be present at the request of the Town for court proceedings.

Agreement for Town Court Sheriff Security Services

THIS AGREEMENT (the "Agreement"), by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "OCSO," and the Town of Marcy, with its principal offices located at 8801 Paul Becker Road, Marcy, New York 13403, hereinafter referred to as the "Town" (each individually referred as a "Party" and collectively referred to as the "Parties").

WHEREAS, The Town is desirous of contracting with the County, through the OCSO, for the provision of Sheriff's Office uniformed security services to ensure safety in the courtroom at their Marcy Town Court (the "Services"), located at 8801 Paul Becker Road, Marcy, New York 13403; and

WHEREAS, The County and the OCSO are agreeable to render such Services to the Town in exchange for reimbursement from the Town;

NOW THEREFORE, The County and the Town enter into this Agreement for the provision of Services at Town Court in accordance with the terms and conditions set forth herein.

1. TERM OF AGREEMENT.

- a. The term of this Agreement will be for one (1) year, beginning January 1, 2019 and ending on December 31, 2019.
- b. The Town may terminate this Agreement if they decide not to utilize the OCSO's Services by providing notice at least twenty-four (24) hours prior to a Town Court session.

2. COUNTY'S RESPONSIBILITIES.

- a. The OCSO Deputies shall provide one (1) Sheriff Deputy to perform the Services when Town Court is in session, ensuring order and enforcing all laws and regulations.
- b. The OCSO shall provide all standard equipment and uniforms to the Deputies. The OCSO will provide the patrol car, equipped with all appurtenances for law enforcement business. The OCSO will be responsible for maintenance and repair of the patrol car.
- c. The OCSO will bill the Town pursuant to Section 4 of this Agreement.
- d. The OCSO will provide the Town with a report of any incidents and violations, and any other support information agreed upon between the County and the Town.
- e. The OCSO shall comply with all Federal, State, and Local statutes, rules, and regulations, as same may be amended from time to time.

3. TOWN RESPONSIBILITIES.

- a. The Town agrees to pay the County for the Services within thirty (30) days of receipt of an invoice from the OCSO.
- b. The Town understands and agrees that the OCSO has a duty to the general public and must constantly assess how best to allocate its Deputies. The Town understands and agrees that they will have no recourse, pursuant to this Agreement or otherwise, against the OCSO if the Deputies must be otherwise allocated.

4. BILLING AND PAYMENT.

- a. The OCSO shall bill the Town for Services rendered twice per year, and will provide an invoice once in June and once in December. Invoices will reference this Agreement and be itemized to

include the dates of Town Court and the number of hours of Services provided. The Town shall pay the invoice within thirty (30) days of receipt of such invoice.

b. The cost of Services shall be reimbursed at sixty-nine dollars (\$69.00) per hour, the current rate as per the OCSO fee schedule.

c. In the event there is a change to the hourly rate, the OCSO shall notify the Town in advance of the next date of Services. The Town may choose to accept such hourly rate, or terminate this Agreement.

5. AUTHORITY.

OCSO Deputies will be under the direction and control of the OCSO. It is understood and agreed between the Parties that the Town will not interfere with the Sheriff's authority. The Oneida County Sheriff maintains absolute authority over the Deputies and the Services provided under this Agreement.

6. NO SPECIAL DUTY.

Nothing in this Agreement shall create a special duty to the Town or to any third party. The OCSO cannot promise or guarantee crime prevention, safety, or security.

7. INDEPENDENT CONTRACTOR.

a. It is expressly agreed that the relationship of the Town to the County shall be that of an independent contractor. Neither the Town nor the County shall be considered an employee of the other for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Town and the County, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such independent contractor status, that neither the Town nor the County, nor any of their employees or assistants, shall hold themselves out as, nor claim to be, officers or employees of the other Party 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 other Party.

b. The Town and the County agree that the County is free to undertake other work arrangements, and may continue to make its Services available to the public.

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

8. TRAINING.

The Deputies shall not be required to attend or undergo any training, other than what is required by the OCSO. The OCSO shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same. The Town shall not require the Deputies to undergo any additional training.

9. INDEMNIFICATION.

a. The Town agrees to indemnify, save, and hold harmless the County and the OCSO, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the Town, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

b. The County agrees to indemnify, save, and hold harmless the Town, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence or willful misconduct on the part of the County and/or the OCSO, its agents, servants, employees, or subcontractors

in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

10. NOTICE.

All notices to the County should be sent to:

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

With a copy sent to the OCSO at:

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

All notices to the Town should be sent to:

The Town of Marcy
8801 Paul Becker Road
Marcy, New York 13403

11. GOVERNING LAW.

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

12. ASSIGNMENT.

This Agreement may not be assigned by either Party.

13. AMENDMENT.

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.

14. ENTIRE AGREEMENT.

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in this Agreement, including, but not limited to, Addendum A - Standard Oneida County Contract Clauses.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW]*

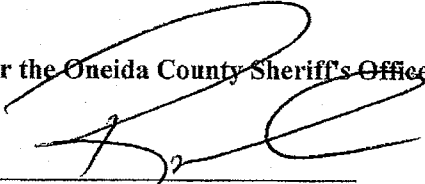
IN WITNESS WHEREOF, the County, the OCSO, and the Town have caused this Agreement to be executed as of the date below.

For Oneida County

Anthony J. Picente, Jr.
County Executive

Date

For the Oneida County Sheriff's Office

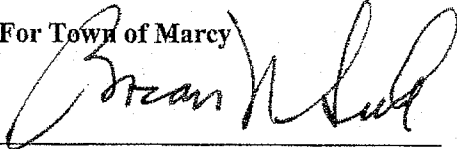


Robert M. Maciol
Oneida County Sheriff



Date

For Town of Marcy



By: Brian N. Scala
Title: Town Supervisor

01/24/2019

Date

Approved

Alison Stanulevich, Esq.
Assistant County Attorney

ADDENDUM A - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

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

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE

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

6. WORKER'S COMPENSATION BENEFITS

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

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

March 11, 2019

FN 20 19-14

PUBLIC WORKS

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

WAYS & MEANS

Dear County Executive Picente,

There is a need for additional funds in the Other Materials and Supplies account (D5144.491) due to the numerous snow events and the increase in salt pricing in the current snow season. There were additional expenses and revenues in the State Snow Removal Fund (D2302); therefore, we are requesting the following supplemental appropriations in 2019 funds:

Supplemental Appropriations in:

D5144.491 (Other Materials & Supplies)	\$280,000.00
---	---------------------

Supported by Unanticipated Revenue in:

D2302 (NYS Reimb. Snow Removal)	\$280,000.00
--	---------------------

I respectfully request that the Public Works and Ways and Means Committees consider this supplemental appropriation with presentation to the Board of Legislators at their regular scheduled meeting.

Sincerely,

Dennis S. Davis
 Commissioner

DSD/mp

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

 Anthony J. Picente, Jr.
 County Executive
 Date 3-12-19



ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

February 7, 2019

FN 20 19-112

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved Cities, Towns, and Villages for pavement marking for the 2019 season.

Attached is the template agreement between Oneida County and the various municipalities. The terms found in this document will become the template for all other pavement marking agreements for the 2019 season. The County purchases the materials and is reimbursed by the various municipalities.

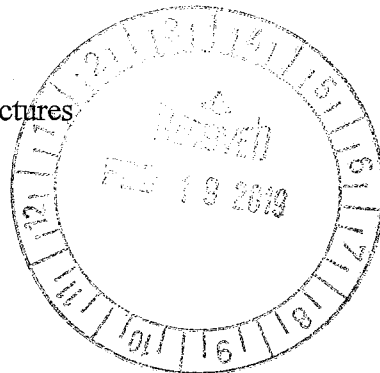
I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

Dennis S. Davis
 Commissioner
 Department of Public Works

DSD/mp

cc: County Attorney
 Highways, Bridges & Structures



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

Anthony J. Picente, Jr.
 County Executive

Date 2-19-19

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor

Various Municipalities

Title of Activity or Service:

Striping of various roads for Cities, Towns, and Villages within Oneida County

This contract to be used as the master template for all pavement marking contracts for 2019

Proposed Dates of Operation:

May 1, 2019 – November 1, 2019

Client Population/Number to be Served:

All those who travel on Oneida County Roads

Summary Statements

1) Narrative Description of Proposed Services: Painting center lines and edge lines per Exhibit A, provided from respective municipality.

2) Program/Service Objectives and Outcomes: Revenue for the County, and clearly marked roads for the travelling public

3) Program Design and Staffing: N/A

Total Funding Requested: \$TBD

Account #: D1710

Oneida County Dept. Funding Recommendation: \$TBD

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

PAVEMENT MARKING AGREEMENT 2019

THIS AGREEMENT, by and between the County of Oneida (hereinafter referred to as "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and the City/Town/Village of _____ (hereinafter referred to as "City/Town/Village") a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____ (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, County proposes to perform pavement marking on the improved City/Town/Village road system located within its geographical boundaries; and

WHEREAS, the governing body of City/Town/Village has adopted a resolution accepting the proposal of County and authorizing City/Town/Village to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and City/Town/Village agree as follows:

1. TERM OF AGREEMENT

1.1. The term of this Agreement shall begin May 1, 2019 and continue until November 1, 2019.

1.2. The Parties agree that this Agreement shall not be renewable.

2. SCOPE OF WORK

2.1. The "Work" consists of using reflectorized paint to apply center and edge lines to the pavement surface of the improved Town roads (hereinafter the "Roads") described in the attached **EXHIBIT A**.

2.2. Town shall be responsible for identifying the Roads to be marked with center and/or edge lines, and for determining the length of said lines, measured in miles.

2.3. Number (X) miles of center lines and number (#) miles of edge lines shall be marked pursuant to this Agreement, described with specificity in **EXHIBIT A**.

2.4. Town shall be responsible for identifying passing zones and no passing zones, and shall pre-mark the roads as such. County shall apply center lines as indicated by Town.

2.5. Town shall be responsible for the proper preparation of the pavement surface prior to marking by removing dust, dirt, loose particles and other foreign matter immediately before applying pavement markings.

2.6. County shall furnish all equipment, machinery, materials, tools, supervision and labor necessary to perform the Work.

2.7. County shall schedule the Work when the pavement surface is expected to be dry. Marking material shall not be applied within forty-eight (48) hours of rain or other inclement weather. Pavement surface temperature shall not be less than fifty (50) degrees Fahrenheit at the time of application.

2.8. County shall select road striping paint and/or glass beads from the New York State Department of Transportation pre-approved list.

2.9. Pavement markings shall present a uniform appearance and exhibit good workmanship. Paint shall be fifteen (15) mils thick with a tolerance of plus or minus five (+/-5) mils. Beads shall be applied to the surface of the paint by a bead dispenser attached to the paint applicator so that glass beads dispense simultaneously.

2.10. County shall cleanup and dispose of solvents and residue left behind from the Work, in accordance with all applicable federal, state and local requirements.

3. PERFORMANCE OF WORK

3.1. The Parties shall comply with all applicable governmental laws, ordinances, regulations, and rules.

3.2. County shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable Federal and State safety standards.

3.3. County shall take all necessary precautions for the safety of its employees and the public on and around the Roads as the Work is performed. County shall erect safeguards and traffic signs as required by law or regulation.

3.4. County may, at its own expense, employ or engage the services of subcontractors as County deems necessary to perform the Work.

4. PAYMENT

4.1. Town agrees to reimburse County for all labor, materials, machinery, and equipment used by County to perform the Work, which is further described in **Exhibit B**.

4.2. The estimated cost per mile for the center line, consisting of two four inch lines shall be Six Hundred Twenty-Five Dollars and Thirty-Seven Cents (\$625.37).

4.3. The estimated cost per mile for the edge line (for both sides of the road, consisting of two six inch lines) shall be Six Hundred Seventy-Two Dollars and Seven Cents (\$672.07).

4.4. The Parties agree that the base amount under this Agreement shall be \$_____.

5. ADDITIONAL WORK

5.1. Any additional pavement marking requested by Town shall be at the same rates. Town shall submit in writing its request for additional pavement marking.

6. INDEMNIFICATION

6.1. County agrees that it shall defend, indemnify and hold harmless Town from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of negligent performance of the Work by County.

6.2. County shall NOT be required to defend, indemnify and/or hold harmless Town from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from or alleging negligent acts by Town, including claims for negligent identification of the Roads by Town, negligent design, and negligent signing of the Roads.

7. INSURANCE REQUIREMENTS

7.1. County agrees that it shall maintain a policy of insurance which will insure against all claims under the New York State Workers' Compensation Law, at statutory limits. Said policy shall be maintained at County's expense, and remain in force at all times during the term of this Agreement.

8. INDEPENDENT CONTRACTOR STATUS

8.1. It is expressly agreed that the relationship of County, its subcontractors, and all of their collective employees, to Town shall be that of independent contractors. In accordance with their status, County, its subcontractors, and all of their collective employees covenant and agree that they will neither hold themselves out as, nor claim to be, officers or employees of Town and that they will not make any claim, demand or application for any right or privilege applicable to officers or employees of Town.

9. TERMINATION

9.1. Both Parties shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other.

9.2. Town shall have the right to terminate this Agreement, for cause, immediately.

10. SEVERABILITY

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

11. ENTIRE AGREEMENT

11.1. This Agreement contains the binding agreement of the Parties and supersedes all other discussions and representations, written or oral, on the subject matter.

12. INCORPORATION BY REFERENCE

12.1. Exhibit A is deemed incorporated by reference into this Agreement, whether or not actually attached.

13. NON WAIVER

13.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by either of the Parties to any provision of this Agreement shall not imply preceding or subsequent waiver of any other provision.

14. INTERPRETATION

14.1. A provision of this Agreement which requires a Party to perform an act shall be construed to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall be construed to prohibit the Party from permitting others within its control to perform the act.

14.2. Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent that this Agreement specifies otherwise.

14.3. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

14.4. The terms "hereby," "hereto," "herein," "hereunder," and any similar term, as used in this Agreement, refer to this Agreement.

15. SECTIONAL HEADINGS

15.1. The sectional headings are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

16. AUTHORITY TO ACT/SIGN

16.1. The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein

17. ADVICE OF COUNSEL

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

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF NAME

By:

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

By:

Print name:
Town Supervisor

Date: _____

By:

Dennis S. Davis, Commissioner
Oneida County DPW

Date: _____

APPROVED

By:

Print name:
Highway Superintendent

Date: _____

By:

Linda Bylica Lark
Assistant County Attorney

Date: _____

EXHIBIT B
2019 PAVEMENT MARKING AGREEMENT COSTS

COST PER MILE FOR CENTER LINE PAINTING FOR TWO (2) FOUR-INCH (4") LINES:

26 GALLONS YELLOW PAINT PER MILE	@ \$ 7.44 Per Gallon:	\$ 193.44
7 LBS. BEADS PER GALLON OF PAINT = 182 LBS. BEADS/MILE	@ \$ 0.27 Per Pound:	\$ 49.14
EQUIPMENT COST:		\$ 142.54
LABOR COST:		\$ 240.25
<u>TOTAL COST PER MILE FOR YELLOW CENTER LINE PAINTING:</u>		<u>\$ 625.37</u>

COST PER MILE FOR EDGE LINE PAINTING FOR TWO (2) SIX-INCH (6") LINES:

32 GALLONS WHITE PAINT PER MILE	@ \$ 7.15 Per Gallon:	\$ 228.80
7 LBS. BEADS PER GALLON OF PAINT = 224 LBS. BEADS/MILE	@ \$ 0.27 Per Pound:	\$ 60.48
EQUIPMENT COST:		\$ 142.54
LABOR COST:		\$ 240.25
<u>TOTAL COST PER MILE FOR WHITE EDGE LINE PAINTING:</u>		<u>\$ 672.07</u>



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

January 18, 2019

FN 20 19-113

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Attached is the Master Template for the 2019 Mowing Agreements that Oneida County intends to establish with various towns and the City of Rome to mow County roads within their municipality. Also included is a chart outlining the breakdown of mileages and payments for any of the municipalities that may indicate that they are interested in entering into the agreements.

Under the proposed Mowing Agreement, the municipalities will receive \$400.00 per mile in 2019.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

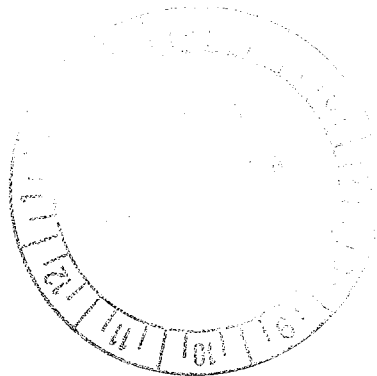
Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis
 Commissioner

DSD/mp

Enclosures



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

Anthony J. Picente, Jr.
 County Executive

Date 2-19-19

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor Various Municipalities in Oneida County

Title of Activity or Service: Mowing along County Roads

Proposed Dates of Operation: May 1, 2019 – November 1, 2019

Client Population/Number to be Served: Oneida County Residents and those who travel on
Oneida County Roads

Summary Statements

- 1) **Narrative Description of Proposed Services:** Participating Municipality to mow along Oneida County Roads in right-of-ways and around intersections at the rate of \$400 per mile.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** Participating Municipality Employees

Total Funding Requested: Up to \$14,516 per participating municipality. (See 2019 Roadside Mowing Costs spreadsheet for maximum for each municipality.) **Account #:** D5110.495

Oneida County Dept. Funding Recommendation: Up to \$14,516 per participating municipality.

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal.

INTERMUNICIPAL AGREEMENT FOR MOWING 2019

THIS AGREEMENT, by and between the County of Oneida (hereinafter referred to as the "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and _____ (hereinafter referred to as the "Town"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____ (each a Party and collectively the "Parties").

WHEREAS, the County proposes the Town perform roadside mowing on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Town Board of the Town has adopted a resolution accepting the proposal of the County and authorizing the Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

- 1.1 The term of this Agreement shall be from May 1, 2019, to November 1, 2019.
- 1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

2. SCOPE OF WORK

- 2.1 The Town shall mow, cut down, or otherwise remove grass, weeds, and shrubs from the right-of-way of certain roads (hereinafter referred to as the "Work").
- 2.2 The Parties hereby agree that said roads consist of _____ miles of improved County roads located within the geographical boundaries of Town, further described in the 2018 New York State Department of Transportation Local Roads Listing, attached hereto and made a part hereof as **EXHIBIT A**.
- 2.3 The Town shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.
- 2.4 The Town shall mow the right-of-way portions of the Roads in the following order:

- 2.4.1 The first pass shall include ditches and around all intersections and driveways;
- 2.4.2 The second pass shall include all of the County's right-of-way, as practical; and
- 2.4.3 A third pass shall be at the option of the County's Deputy Commissioner of Public Works, or his designee, and shall include ditches and around all intersections and driveways.

3. PERFORMANCE OF WORK

- 3.1 The Town shall secure and maintain safe Work sites and conditions in accordance with all applicable State and Federal law. In particular, the Town shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- 3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable Federal, State, County and Municipal laws, rules, ordinances and regulations.
- 3.3 The Town shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes.
- 3.4 The Town represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.5 The Town shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

4. PAYMENT

- 4.1 The County shall pay the Town the sum of Four Hundred Dollars (\$400.00) per mile, for a total cost not to exceed Number Dollars (\$#.00).
- 4.2 The County shall provide payment to the Town on a Work completed basis. In order to receive payment, the Town shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Town to complete the Work.
- 4.3 The County shall have no liabilities to the Town other than the amount specified above.
- 4.4 The County shall not be liable for late fees or interest on late payments.
- 4.5 The County reserves the right to offset payment under this Agreement due to Town's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.6 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.

5. NON-ASSIGNMENT

5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

6.1 The Town may, at Town's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.

6.2 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.

6.3 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.

6.4 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits.

7. INDEMNIFICATION

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

1.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. INSURANCE REQUIREMENTS

- 8.1 The Town shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. Contactor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period, and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.
- 8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.
- 8.5 Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- 8.6 Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the

liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. INDEPENDENT CONTRACTOR STATUS

9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Town and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, not but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

9.2 The County shall not make any withholding from payments for taxes or any other obligations. The Town shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Town shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

10. TERMINATION

10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.

10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the Town. This provision should not be understood as waiving the County's

right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.

10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

11. CHOICE OF LAW AND FORUM

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

11.2 Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

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

14. ENTIRE AGREEMENT

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

15. INCORPORATION BY REFERENCE

15.1 The Addendum - Standard Oneida County Conditions is attached hereto as **EXHIBIT B**.

15.2 All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

- 16.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

- 17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.
- 17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.
- 17.3 The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar term, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

- 18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

- 19.1 The Town’s signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Town’s signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF _____

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

By: _____
Name
Town Supervisor

Date: _____

Date: _____

By: _____
Dennis S. Davis, Commissioner
Oneida County DPW

By: _____
Name
Highway Superintendent

Date: _____

Date: _____

APPROVED

By: _____
Linda Bylica Lark, Esq.
Assistant County Attorney

Date: _____

EXHIBIT A

2018 NEW YORK STATE D.O.T. LOCAL ROADS LISTING

TOWN OF ANNSVILLE

Updated 7/18/2017

Route #	Name	Segment Mileage
53	Lee Center - Taberg Rd - CR53	1.79
66	Blossvale Rd - CR66	2.22
66	Herder Rd - CR66	0.80
67A	Sheehan Rd - CR67A	6.94
69	McConnellsville Rd - CR69	0.81
70A	Taberg Rd - CR70A	4.36
TOTAL:		16.92

Exhibit B

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

February 11, 2019

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

FR 26 19-114

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

This amendment adds construction phase services to the engineering contract for the Utica Street Bridge over Oriskany Creek project.

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 was awarded \$1,400,000 (\$1,330,000.00 federal/\$70,000.00 Whitestown) for rehabilitation of the Utica Street Bridge over Oriskany Creek. Oneida County agreed to assist the Town of Whitestown and act as project sponsor and the Town has agreed to be responsible for all expenses that are not eligible for Federal and/or state reimbursement.

Oneida County contracted with Delta Engineers, to prepare plans and specifications. Design services have been completed and it is necessary to secure construction inspection and administration services. The Department of Public Works negotiated Change Order #1 with Delta Engineers to provide construction inspection and administration services for a lump sum fee of \$110,961.00. On November 14, 2018 this proposal was accepted by the Oneida County Board of Acquisition and Contract. A fee summary follows.

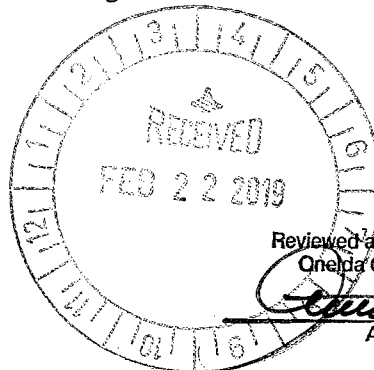
Original Contract Fee:	\$181,485.00	
Proposed Change Order 1 Fee:	\$110,961.00	(construction inspection services)
Proposed Contract Fee:	\$292,446.00	(\$277,823.70 Federal/\$14,622.30 Whitestown)

If acceptable, please forward the enclosed change order to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner



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

Anthony J. Picente, Jr.
 County Executive

Date 2-21-19

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of & Address of Vendor:	Delta Engineers, Architects, & Land Surveyors, D.P.C. 860 Hooper Road Endwell, NY 13760
Title of Activity of 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:

This amendment adds construction phase services to the engineering contract for the Utica Street Bridge over Oriskany Creek project.

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 was awarded \$1,400,000 (\$1,330,000.00 federal/\$70,000.00 Whitestown) for rehabilitation of the Utica Street over Oriskany Creek Bridge. Oneida County agreed to assist the Town of Whitestown and act as project sponsor and the Town of Whitestown has agreed to be responsible for all expenses that are not eligible for Federal and/or state reimbursement.

Oneida County contracted with Delta Engineers, to prepare plans and specifications. Design services have been completed and it is necessary to secure construction inspection and administration services. The Department of Public Works negotiated Change Order #1 with Delta Engineers to provide construction inspection and administration services for a lump sum fee of \$110,961.00. On November 14, 2018 this proposal was accepted by the Oneida County Board of Acquisition and Contract. A fee summary follows.

Original Contract Fee:	\$181,485.00	
Proposed Change Order 1 Fee:	\$110,961.00	(construction inspection services)
Proposed Contract Fee:	\$292,446.00	(\$277,823.70 Federal/\$14,622.30 Whitestown)

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-557
Total Funding Requested:	\$292,446.00
Oneida County Dept. Funding Recommendation:	\$292,446.00
Proposed Funding Sources	Federal: \$277,823.70
	State: \$0.00
	County: \$0.00
	Town of Whitestown: \$14,622.30

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 17723
Project No. PIN 2754.34
Change Order No. 1
Effective Date January 9, 2019

CHANGE ORDER

This Change Order modifies the Agreement entered into the 3th day of August, 2017, between Oneida County ("CLIENT") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("CONSULTANT"); as follows:

1. **Change in Services:**
 - 1.1. CONSULTANT shall provide construction services as defined in Attachment A, attached hereto and made part of this agreement.

2. **Change in time of Performance** (attach schedule if appropriate):
 - 2.1. No Change.

3. **Change in CONSULTANT'S Compensation:**
 - 3.1. CONSULTANT shall be compensated an additional fee in the amount of \$110,961.00 as defined in Attachment B, attached hereto and made part of this agreement.


All other terms and conditions remain unchanged.

CLIENT

Anthony J. Picente, Jr.
Oneida County Executive

Date _____

Approved



Linda B. Lark
Assistant County Attorney

CONSULTANT



Joseph Mieczkowski, P.E.
Director of Transportation Services

Date 2/2/19

ATTACHMENT A

Supplemental 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 – Construction Support and Inspection Services
PIN 2754.34**

Original 10/31/18



Table of Contents

	Base Task List	Pages
Section 1	General	3
Section 2	Data Collection & Analysis (Incl. in base agreement)	6
Section 3	Preliminary Design (incl. in base agreement)	6
Section 4	Environmental (Incl. in base agreement)	6
Section 5	Right-of-Way (Included in base agreement)	6
Section 6	Detailed Design (Incl. in base agreement)	6
Section 7	Advertisement, Bid Opening and Award (Incl. in base agreement)	6
Section 8	Construction Support	7
Section 9	Construction Inspection	8
Section 10	Estimating & Technical Assumptions	11

Section 1 - General

1.01 Project Description and Location

This project is known as:

Project Name: Utica Street Bridge over Oriskany Creek (BIN 2206300)

PIN: 2754.34

Project Description: Rehabilitation of Utica Street Bridge over Oriskany Creek. Major work items will include:

- Replace the concrete deck.
- Replace steel girders.
- Replace the steel bearings.
- Minor repairs/modifications substructure
- New Bridge and approach railing
- Replace approach sidewalks

Project Limits: The limits of the approach roadway/sidewalk work associated with the bridge rehabilitation is approximately 90 feet from each end of the 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 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 Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 8	Construction Support
Section 9	Construction Inspection
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, 8-10.

1.05 Project Familiarization

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

Job meetings are addressed under Section 9.

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

None anticipated.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

The following tasks were performed under preliminary and final design services and are not used:

Section 2 - Data Collection & Analysis

Section 3 - Preliminary Design

Section 4 – Environmental

Section 5 - Right-of-Way

Section 6 - Detailed Design

Section 7 – Advertisement, Bid Opening and Award

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve contractor submittals, but only for conformance and compatibility with the information given in the contract documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** shall provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** shall assume responsibility, as appropriate, for the administration of the contract including maintaining project records, processing payments, and performing detailed inspection work and on-site field tests of materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Sponsor Project Manager

This Project Manager will be the **Sponsor's** official representative on the contract and the Consultant must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficiently trained personnel to adequately and competently perform the requirements of this agreement. **The Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The **Sponsor** may want to interview before approval, and reserves the right disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the **Sponsor**.

The designated Resident Engineer (or substitute) must be NICET Level III (or equivalent), Level IV (or equivalent) and/or a Professional Engineer licensed in the State of New York, with a minimum of five years of experience in construction inspection of bridges.

9.07 Scope of Services/Performance Requirements

A. Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

The **Consultant** shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or supplier, or any of the Contractor's work, nor shall the **Consultant** have the responsibility to supervise, direct, or control Contractor's work or for the means, methods, techniques, sequences, or procedures of construction or for the safety precautions or safety programs of the Contractor(s).

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor** and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK). The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) The **Consultant** will complete record plans and transmit to the **Sponsor** all project information, including electronic files. The electronic information and record plans will be in PDF format. Record Plans will be provided on 11" x 17" paper format.
- 4) For bridge projects: the **Consultant** will submit the Level 1 Load Rating information to the **Sponsor** for their records.
- 5) The **Consultant** shall submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within six (6) weeks after the date of the acceptance of the contract.

C. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the **Consultant** will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The **Consultant** is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1) On-site job meetings job meetings will be held bi-monthly under Section 9.
Estimate 8 cost and progress-reporting periods will occur during the life of this agreement.
- Section 8) Estimate 4 requests that require effort will be made during the construction phase of the project.
- Section 9) Estimate construction time frame will be 4 months. No more than 640 hours will be required by a Level III inspector over this time period.
Assumes 2 hours a week overtime will be required throughout the life of the project.
Estimate a budget of \$4,000 for the independent laboratory testing to provide the following:
- Field testing of concrete for slump, air and casting concrete compression test cylinders
 - Concrete compressive strength tests from field cast cylinders
 - Field determination of soil density using nuclear gage (no laboratory testing required)
 - Grain size analysis laboratory tests of granular soils
 - Proctor tests for soil compaction

Estimate a budget of \$11,000 for independent plant inspection and QA of steel beam fabrication.

This estimated budget cost is based upon past experience with similar projects, however the actual cost for NYSDOT and FHWA-required materials testing may be exceeded for reasons beyond the control of Delta Engineers, with reasons including but not limited to the Contractor's sequence of operations.

10.02 Technical Assumptions

Construction

1. It is assumed that one (1) full time Construction Inspector will be assigned to this project by the **Consultant**.
2. The primary member fabrication plant will be within two (2) hours driving distance of the independent testing company.

3. It is assumed that the Construction Contractor will work an average of 40 hours per week. It is also assumed that an average of 2 hours per week will be required for overtime during the life of the project.
4. Testing services will be provided by independent testing companies hired by the **Consultant** as part of the construction inspection contract. The **Consultant** will coordinate the testing and receive test reports from them for evaluation. Testing to be performed by the **Consultant** hired testing companies includes earth compaction tests, asphalt pavement density tests, concrete slump and concrete compressive strength tests. The cost of testing services is included in the **Consultant's** services to be provided.
5. Fabrication plant inspection services for QA inspection of the steel beams during fabrication and galvanizing will be provided by an independent inspection company hired by the **Consultant** as part of the construction inspection contract. The **Consultant** will coordinate the inspection and receive daily inspection reports from them for review. The cost for plant inspection fabrication services is included in the **Consultant's** services to be provided.
6. Plant Inspection and sample testing of bearings will be performed by NYSDOT. The **Consultant** will coordinate scheduling with NYSDOT Materials.
7. Compliance Air Monitoring for asbestos abatement activities will not be required.

ATTACHMENT B

Fee Summary

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
 Utica Street over Oriskany Creek - CS & CI

CONSTRUCTION

	DESIGN SERVICES	CONSTRUCTION SERVICES
Technical Labor Cost		93,680
Technical Labor Premium Portion of overtime		
Direct Non-Salary Cost (estimated)		2,281
Sub-Consultant Cost		
Direct Non-Salary Cost (Sub-Contractor Cost) (Estimated)		
Materials Testing		4,000
Plant Fabrication QA		11,000
Overhead Currently Estimated at:		
143.00% Office	111.00% Field	
Fixed Fee / Profit		
Total Estimated Cost		\$110,961

Salary Schedule

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
 Utica Street over Oriskany Creek - CS & CI

CONSTRUCTION

JOB TITLE	CURRENT AVG. RATE	PROJECT AVG. RATE	2019 MAX. RATE (EST.)	2019 SPECIFIC HOURLY RATE	OVERTIME CATEGORY
Principal	76.22	73.50	78.49	190.00	A
Sr. Project Manager	55.10	57.30	68.30	170.00	A
Project Manager	41.26	42.91	45.00	135.00	A
Sr. Project Engineer	40.67	42.30	51.00	125.00	A/B
Project Engineer	34.29	35.66	43.40	110.00	B
Senior Engineer	29.78	30.97	33.00	100.00	B
Engineer	27.19	28.28	30.30	90.00	B
Assistant Engineer	23.41	24.35	26.75	80.00	B
Sr. Technician	21.12	21.96	25.25	70.00	C
Technician	17.87	18.58	19.85	60.00	C
Technical Typist	15.33	15.94	16.65	60.00	C
Construction Supervisor	45.40	47.22	47.22	125.00	C
Level 4 Inspector	45.40	47.22	47.22	118.50	C
Level 3 Inspector	38.50	40.04	40.10	90.00	C
Level 2 Inspector	26.80	27.87	27.87	73.50	C
Level 4 Inspector (overtime)	68.10	70.82	70.83	139.00	C
Level 3 Inspector (overtime)	57.75	60.06	60.15	110.00	C
Level 2 Inspector (overtime)	40.20	41.81	41.81	84.00	C

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: 1/1/2019
 Design Project Duration (months): 9
 Assume Salary Escalation: 4.0%

Year	Compounded Escalation Factor	% Work in year	Effective %
2018	1.000		
2019	1.040	100.0%	104.0%
2020	1.082		
		100.0%	104.0%

Estimate of Direct Non-Salary Cost - CONSTRUCTION

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
 Utica Street over Oriskany Creek - CS & CI

Original Fee Proposal

1. Travel, Lodging and Subsistence

Travel	Rental Car, Mileage, Fuel					\$981.00
		overnights		Cost/ea.		
Lodging			@	\$85	=	
		meals		Cost/ea.		
Meals			@	\$8	=	
TOTAL TRAVEL, LODGING & SUSTENANCE						\$981.00

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:	APPIA WEB-BASED CI SOFTWARE (4 months)			\$800.00		
	Miscellaneous			\$500.00		
TOTAL MISCELLANEOUS						\$1,300.00

TOTAL DIRECT NON - SALARY COST	\$2,281.00
--------------------------------	------------

Estimated Labor Hours - Total
Delta Engineers, Architects, & Land Surveyors, DPC

Ulta Street over Oriskany Creek - CS & CI

Proposal Name
2017.140.001
Proposal Number

Prepared by: JMM
Date: 10/29/18
Checked by:
Date: 10/29/18

Phase
Study
Design
ROW
Construction
X

Bridge
Ready
Environmental
Civil
Lighting
Landscaping
Utility

X
X

Task No.	Task Description	Sr. Project Manager	Project Manager	Construction Supervisor	Project Engineer	Senior Engineer	Engineer	Assistant Engineer	Sr. Technician	Technician	Technical Typist	Level 4 Inspector	Level 3 Inspector	Level 2 Inspector	Level 3 Inspector (overtime)	Subtotal
Section 1		14														14
1.05	Project Familiarization															
1.06	Meetings and Minutes															
1.07	Progress Reports	6														
1.11	Subcontractors	6														
Section 8		18			32				16							66
8.01	Design Support Services During Construction	4			16											
8.01	Shop Drawing Review	6			16											
8.01	Record Plans / Electronic Info Transmittal	6														
	TOTAL HOURS - CONST. SUPPORT (OFFICE)	32			32				16							80
	HOURLY RATE - CONST. SUPPORT (OFFICE)	\$170.00	\$135.00	\$125.00	\$110.00	\$100.00	\$80.00	\$80.00	\$70.00	\$60.00	\$50.00	\$118.50	\$90.00	\$72.50	\$139.00	\$10,092.00
	TOTAL LABOR FEE - CONST. SUPPORT (OFFICE)	\$5,440.00	\$4,455.00	\$4,062.50	\$3,520.00	\$3,200.00	\$2,400.00	\$2,400.00	\$1,120.00	\$960.00	\$750.00	\$1,600.50	\$810.00	\$5,275.00	\$13,920.00	\$83,900.00
Section 8		39		189									658		32	648
8.02	Set-Up Bookkeeping/Preconstruction Tests	4		14									6			
8.02	Meetings	12											4			
8.02	Construction Inspection	12		54									840		32	
8.02	Final Inspection	2		6												
8.02	Close-out Tests	8		24												
	TOTAL HOURS - CONST. INSPECTION (FIELD)	38		189									658		32	648
	HOURLY RATE - CONST. INSPECTION (FIELD)	\$170.00	\$135.00	\$125.00	\$110.00	\$100.00	\$80.00	\$80.00	\$70.00	\$60.00	\$50.00	\$118.50	\$90.00	\$72.50	\$139.00	\$10,092.00
	TOTAL LABOR FEE - CONST. INSPECTION (FIELD)	\$6,460.00	\$4,822.50	\$23,625.00	\$3,850.00	\$19,200.00	\$14,400.00	\$14,400.00	\$11,200.00	\$9,600.00	\$750.00	\$1,600.50	\$59,220.00	\$5,275.00	\$3,520.00	\$83,900.00



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

February 8, 2019

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

FN 20 19-115
PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

Chapter 686 of the Laws of 1996 of the State of New York was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of Court Facilities and the performance of minor repairs therein.

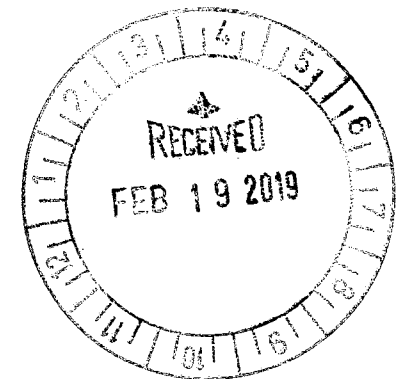
The enclosed agreement between the New York State Unified Court System and the County of Oneida will allow the State of New York to reimburse Oneida County eligible expenditures as defined by Chapter 686 of the Laws of 1996. The agreement includes an annual reimbursement of approximately \$595,752.00.

If acceptable please forward the enclosed agreement to the Oneida County Board of Legislators for their consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner



cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive
Date 2-19-19

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: New York State Unified Court System
25 Beaver Street
New York, NY 10004

Title of Activity or Service: Court Facilities Cleaning & Maintenance
Reimbursement

Proposed Dates of Operation: April 1, 2018 to March 31, 2023

Client Population/Number to be Served: Oneida County Court Facilities

Summary Statements

1) Narrative Description of Proposed Services:

Chapter 686 of the Laws of 1996 of the State of New York was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of Court Facilities and the performance of minor repairs therein.

The enclosed agreement between the New York State Unified Court System and the County of Oneida will allow the State of New York to reimburse Oneida County eligible expenditures as defined by Chapter 686 of the Laws of 1996. The agreement includes an annual reimbursement of approximately \$595,752.00.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$2,977,860.00 **Revenue Account #:** A3022

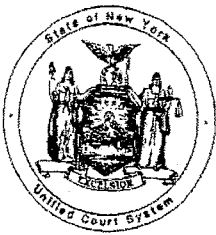
Oneida County Dept. Funding Recommendation: \$2,977,860.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



**UNIFIED COURT SYSTEM
FIFTH JUDICIAL DISTRICT**
ONONDAGA COUNTY COURTHOUSE
600 S. STATE STREET
SYRACUSE, NEW YORK 13202-3099
(315) 671-2111
FAX: (315) 671-1175

LAWRENCE K. MARKS
Chief Administrative Judge

MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

JAMES C. TORMEY
Justice of Supreme Court
District Administrative Judge
Fifth Judicial District

MICHAEL A. KLEIN, ESQ.
District Executive

JAMES P. SHANAHAN
Principal Administrative Assistant

DATE: December 6, 2018

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

FROM: Michele N. Stirpe

RE: **Five-Year Agreement (2018-2023) between the Unified Court System (UCS) and the County of Oneida for Court Cleaning and Minor Repairs - Contract No. C300424**

Please be advised that we are hereby initiating the establishment of a new five-year contract between the UCS and the County of Oneida for the interior cleaning and minor repairs, and preventative building and property maintenance services for court facilities. The contract period shall be retroactive to April 1, 2018.

The proposed budget for services to be rendered pursuant to the first year (2018-19) of said contract shall be **\$595,752.00**, as detailed in Appendix B of the Agreement. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2018-2019 period shall be 100% of that amount.

The contract document enclosed consists of three parts [**please sign in blue ink**]:

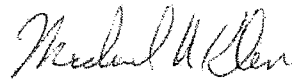
- 1) **Agreement** (covering Terms of the Contract, Extension and Termination, the Scope of Services, Inspection of Court Facility/Facilities, Maintenance of Effort, Maximum Compensation, Reimbursement and Payment, Auditing of Books, Notices, and Miscellaneous Provisions); **Please sign on page 13 and have notarized on the following Acknowledgment form**
- 2) Appendix A (the Standard Clauses for All New York State Contracts); **no signature necessary**
- 3) Appendix B (the Final budget for maximum reimbursement, issued this year for the base contract year; **signed by an appropriate representative of the municipality.**

Contract Agreement for the County of Oneida SFY 2018-2019
(Contract No. C300424)

Two copies of this contract agreement packet should be signed, notarized, and returned to this office.

Our Facilities Coordinator, Chele Stirpe, is available to answer any questions you may have. You may contact her at 315-671-2124 or mstirpe@nycourts.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael A. Klein".

Michael A. Klein
District Executive

Attachments: Contract Agreement (including Acknowledgment Document)
Appendix A (Standard Clauses for New York State Contracts)
Appendix B (Budget Form for SFY 2018-2019)

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM**

AND

County of Oneida

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

County of Oneida
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the Rome COB, Law Library, Oneida COB, Utica & Rome Courthouse, ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2018** for a maximum of five (5) years through **March 31, 2023**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2018** and terminate on **March 31, 2019**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. **INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. **MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. **MAXIMUM COMPENSATION**

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. **REIMBURSEMENT AND PAYMENT**

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Michael A. Klein
Unified Court System
Fifth District Administrative Office
600 S. State Street, Suite 300
Syracuse, NY 13202

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. **MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300424

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
County of Oneida New York

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name: Hon. Anthony J. Picente, Jr.
Title: Oneida County Executive

Maureen McAlary, Director
Division of Financial Management

Dated: _____

Dated: _____

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements,

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

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as 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 or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

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

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
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. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
- In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **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.

Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form
 (Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2018-March 31, 2019

Name of County or City: ONEIDA COUNTY

List Court Buildings:

Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total		Net Usable Sq. Ft	Aid Eligible Percentage
		Building Square Feet	Net Usable		
Rome County Office Building #1 301 West Dominick St. (301W)	Owned	24,000	11,760		49%
Law Library, 235 Elizabeth Street, (LawLib)	Owned	25,000	8,750		35%
Oneida County Office Building, 800 Park Avenue (OCOB)	Owned	256,243	10,250		4%
Rome Courthouse, 302 North James Street (RCH)	Owned	20,698	19,042		92%
Utica Courthouse, 200 Elizabeth Street (UCH)	Owned	143,208	140,344		98%
Combined		469,149	190,146		41%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date
Rome County Office Building #1 301 West Dominick St. (301W)	adding additional footage	12/18-1/19

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	NYS Industries of the Disabled	Janitorial	301W	\$73,500	49%	\$36,015
2	NYS Industries of the Disabled	Janitorial	LawLib	\$53,500	35%	\$18,939
3	NYS Industries of the Disabled	Janitorial	OCOB	\$474,000	4%	\$18,960
4	NYS Industries of the Disabled	Janitorial	RCH	\$43,500	92%	\$40,020
5	NYS Industries of the Disabled	Janitorial	UCH	\$266,000	98%	\$260,680
6	1(a) Subtotal:					\$374,614

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7						
8						
9						
10						
11						
12						
1(b) Subtotal:						\$0

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13					
14					
15					
16					
17					
18	1(c) Subtotal:				\$0

1(d) - Total Cleaning Costs (1a+1b+1c):

\$374,614

2 Trash Removal and Disposal
2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	Waste Management	301W	1	\$1,800	49%	\$882
20	Waste Management	OCOB	1	\$12,000	4%	\$480
21	Waste Management	UCH	1	\$6,500	98%	\$6,370
22	Waste Management	Law Lib	1	\$1,200	35%	\$420
23	Rome City Treasurer	RCH	1	\$600	92%	\$552
2(a) Total:						\$8,704

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24	Oneida County Waste Authority	OCOB	1	\$1,600	4%	\$64
25						
26						
27						
28						
2(b) Total:						\$64

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c)

\$8,768

3 HVAC Cleaning Costs
3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29						
30						
31						
32						
33						
34						
3(a) Subtotal:						\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total		Aid Eligible Percentage	Budget Request
				Personal Service Costs	Costs		
35	301W	\$500	\$278	\$778		49%	\$381
36	Law Lib	\$600	\$321	\$921		35%	\$322
37	OCOB	\$1,600	\$886	\$2,486		4%	\$99
38	RCH	\$900	\$497	\$1,397		92%	\$1,285
39	UCH	\$800	\$443	\$1,243		98%	\$1,218
40							
3(b) Subtotal:							\$3,306

3(c) Filter Changing - Filters Only

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
42	LawLib	92	\$1,100	35%	\$385
43	OCOB			4%	\$0
44	RCH	34	\$300	92%	\$276
45	UCH	120	\$550	98%	\$539
46					
3(c) Subtotal:					\$1,249

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)

\$4,555

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

\$387,937

5 Proposed "Tenant" Work

Use the following codes: a - Flooring and Carpeting

b - Painting

c - Interior Ceilings

d - Bathrooms

6 TOTAL - 100% REIMBURSIBLE EXPENSES:
(Cleaning Costs & Tenant Work)

total (4+5) 6:

\$461,860

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring

- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Type	Building	Contract		Aid Eligible Percentage	Budget Request
				Work Performed	Amounts for Budget Period		
80	Otis Elevator	elevator maintenance	301W		\$400	49%	\$196
81	Carrier Corporation	HVAC	301W		\$2,656	49%	\$1,301
82	ALPS	elevator inspection	301W		\$550	49%	\$270
83	REM	fire alarm inspection	301W		\$2,000	49%	\$980
84	Pestech	pest control	301W		\$2,300	49%	\$1,127
85	Drainmaster	resolve drainage issue	301W		\$250	49%	\$123
86	Trugreen	weed control	301W		\$550	49%	\$270
87	Unknown repairs	may be needed	301W		\$3,000	49%	\$1,470
88	Otis Elevator	elevator maintenance	LawLib		\$1,356	49%	\$664
89	TR Enterprizes	clean back flow	LawLib		\$550	35%	\$193
90	Modular Mechanical	HVAC	LawLib		\$500	35%	\$175
91	REM	fire alarm inspection	LawLib		\$2,100	35%	\$735
92	Pestech	pest control	LawLib		\$780	35%	\$273
93	Unknown repairs	may be needed	LawLib		\$4,500	35%	\$1,575
94	Beaton Industrial	fix doors	OCOB		\$1,150	35%	\$403
95	Carrier Corporation	HVAC	OCOB		\$16,250	35%	\$5,688
96	Drainmaster	resolve drainage issue	OCOB		\$1,000	35%	\$350
97	Eggan Excavating	pump out traps	OCOB		\$1,500	35%	\$525
98	HJ Brandeles	electrical work	OCOB		\$15,000	35%	\$5,250
99	Oneida Eleetric	generator	OCOB		\$2,500	4%	\$100
100	Oneida Floor	fix floor in elevator	OCOB		\$850	4%	\$34
101	Otis Elevator	elevator maintenance	OCOB		\$11,196	4%	\$448
102	Trugreen	weed control	OCOB		\$3,000	4%	\$120
103	US Mail	electrical work	OCOB		\$300	4%	\$12
104	Weatherlife	fix fence in jury's parking lot	OCOB		\$1,400	4%	\$56
105	Pestech	pest control	OCOB		\$4,300	4%	\$172

106	b	ALPS	elevator inspection	OCOB	\$1,050	4%	\$42
107	e	Vertv	generator maintenance	OCOB	\$6,700	4%	\$268
108	f	TR Enterprizes	clean back flow	OCOB	\$700	4%	\$28
109	e	REM	fire alarm inspection	OCOB	\$11,500	4%	\$460
110	f	Drainmaster	resolve drainage issue	OCOB	\$1,500	4%	\$60
111	c	Johnson Control	HVAC	OCOB	\$7,500	4%	\$300
112	c	Chem-Aqua	HVAC	OCOB	\$8,000	4%	\$320
113		various unknown repair		OCOB	\$5,000	4%	\$200
114	e	REM	fire alarm inspection	RCH	\$2,600	92%	\$2,392
115	c	Carrier Corporation	HVAC	RCH	\$1,500	92%	\$1,380
116	f	Trugreen	weed control	RCH	\$700	92%	\$644
117	a	Pestech	pest control	RCH	\$600	92%	\$552
118	f	Beaton Industrial	fix doors	RCH	\$700	92%	\$644
119	c	Johnson Control	HVAC	RCH	\$700	92%	\$644
120	c	Modular Mechanical	HVAC	RCH	\$4,185	92%	\$3,850
121		Unknown repairs		RCH	\$2,500	92%	\$2,300
122	c	Johnson Control	HVAC	UCH	\$450	98%	\$441
123	b	Ofis Elevator	elevator maintenance	UCH	\$17,500	98%	\$17,150
124	f	HJ Brandeles	building repairs	UCH	\$4,000	98%	\$3,920
125	b	ALPS	elevator inspection	UCH	\$1,750	98%	\$1,715
126	f	Beaton Industrial	fix doors	UCH	\$650	98%	\$637
127	c	Carrier Corporation	HVAC	UCH	\$20,750	98%	\$20,335
128	e	REM	fire alarm inspection	UCH	\$11,800	98%	\$11,564
129	f	TR Enterprizes	clean back flow	UCH	\$450	98%	\$441
130	a	Pestech	pest control	UCH	\$1,080	98%	\$1,058
131		Unknown repairs		UCH	\$1,000	98%	\$980
132				UCH		98%	\$0
133				UCH		98%	\$0
134				UCH		98%	\$0
135				UCH		98%	\$0
136				UCH		98%	\$0
137				UCH		98%	\$0
138				UCH		98%	\$0
139				UCH		98%	\$0
140				UCH		98%	\$0
7(a) Subtotal:							\$94,833

7(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
141	301W	\$55,096	\$30,496	\$85,592	49%	\$41,940
142	LawLib	\$32,609	\$18,049	\$50,658	35%	\$17,730
143	OCOB	\$147,842	\$81,831	\$229,673	4%	\$9,187
144	RCH	\$54,223	\$30,012	\$84,235	92%	\$77,496
145	UCH	\$103,622	\$57,355	\$160,977	\$1	\$157,757
146						
147						
148						
7(b) Subtotal:						\$304,111

7(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
149 Lumber, Plumbing, Paint supplies	301W	Each	\$5,010	49%	\$2,455
150 Lumber, Plumbing, Paint supplies	Law Lib	Each	\$1,250	35%	\$438
151 Lumber, Plumbing, Paint supplies	OCOB	Each	\$50,600	4%	\$2,024
152 Lumber, Plumbing, Paint supplies	RCH	Each	\$6,500	92%	\$5,980
153 Lumber, Plumbing, Paint supplies	UCH	Each	\$12,500	98%	\$12,250
7(c) Subtotal:					\$23,146

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$422,091**

8 Total - Building and Property Maintenance Costs: **\$422,091** 8

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) **\$105,523** 9

10 Total Proposed Direct Costs (Item 6 + Item 9): **\$567,383** 10

11 Overhead Costs (Item 10 x .05): **\$28,369** 11



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

PK 20 19-110

February 11, 2019

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

This amendment adds construction phase services to the engineering contract for the Utica Street Bridge over Oriskany Creek project.

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 was awarded \$1,400,000 (\$1,330,000.00 federal/\$70,000.00 Whitestown) for rehabilitation of the Utica Street Bridge over Oriskany Creek. Oneida County agreed to assist the Town of Whitestown and act as project sponsor and the Town has agreed to be responsible for all expenses that are not eligible for Federal and/or state reimbursement.

Oneida County contracted with Delta Engineers, to prepare plans and specifications. Design services have been completed and it is necessary to secure construction inspection and administration services. The Department of Public Works negotiated Change Order #1 with Delta Engineers to provide construction inspection and administration services for a lump sum fee of \$110,961.00. On November 14, 2018 this proposal was accepted by the Oneida County Board of Acquisition and Contract. A fee summary follows.

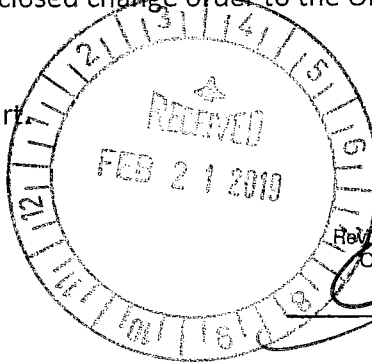
Original Contract Fee:	\$181,485.00	
Proposed Change Order 1 Fee:	\$110,961.00	(construction inspection services)
Proposed Contract Fee:	\$292,446.00	(\$277,823.70 Federal/\$14,622.30 Whitestown)

If acceptable, please forward the enclosed change order to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner



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

Anthony J. Picente, Jr.
 County Executive

Date 2-20-19

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of & Address of Vendor:	Delta Engineers, Architects, & Land Surveyors, D.P.C. 860 Hooper Road Endwell, NY 13760
Title of Activity of 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:

This amendment adds construction phase services to the engineering contract for the Utica Street Bridge over Oriskany Creek project.

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 was awarded \$1,400,000 (\$1,330,000.00 federal/\$70,000.00 Whitestown) for rehabilitation of the Utica Street over Oriskany Creek Bridge. Oneida County agreed to assist the Town of Whitestown and act as project sponsor and the Town of Whitestown has agreed to be responsible for all expenses that are not eligible for Federal and/or state reimbursement.

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Proposed Contract Fee:	\$292,446.00	(\$277,823.70 Federal/\$14,622.30 Whitestown)

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-557
Total Funding Requested:	\$292,446.00
Oneida County Dept. Funding Recommendation:	\$292,446.00
Proposed Funding Sources	Federal: \$277,823.70
	State: \$0.00
	County: \$0.00
	Town of Whitestown: \$14,622.30

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 17723
Project No. PIN 2754.34
Change Order No. 1
Effective Date January 9, 2019

CHANGE ORDER

This Change Order modifies the Agreement entered into the 3th day of August, 2017, between Oneida County ("CLIENT") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("CONSULTANT"); as follows:

1. **Change in Services:**
 - 1.1. CONSULTANT shall provide construction services as defined in Attachment A, attached hereto and made part of this agreement.

2. **Change in time of Performance** (attach schedule if appropriate):
 - 2.1. No Change.

3. **Change in CONSULTANT'S Compensation:**
 - 3.1. CONSULTANT shall be compensated an additional fee in the amount of \$110,961.00 as defined in Attachment B, attached hereto and made part of this agreement.

All other terms and conditions remain unchanged.

CLIENT

CONSULTANT

Anthony J. Picente, Jr.
Oneida County Executive

Joseph Mieczkowski

Joseph Mieczkowski, P.E.
Director of Transportation Services

Date _____

Date 2/2/19

Approved

Linda B. Lark

Linda B. Lark
Assistant County Attorney

ATTACHMENT A

Supplemental 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 – Construction Support and Inspection Services
PIN 2754.34**

Original 10/31/18



Table of Contents

	Base Task List	Pages
Section 1	General	3
Section 2	Data Collection & Analysis (Incl. in base agreement)	6
Section 3	Preliminary Design (incl. in base agreement)	6
Section 4	Environmental (Incl. in base agreement)	6
Section 5	Right-of-Way (Included in base agreement)	6
Section 6	Detailed Design (Incl. in base agreement)	6
Section 7	Advertisement, Bid Opening and Award (Incl. in base agreement)	6
Section 8	Construction Support	7
Section 9	Construction Inspection	8
Section 10	Estimating & Technical Assumptions	11

Section 1 - General

1.01 Project Description and Location

This project is known as:

Project Name: Utica Street Bridge over Oriskany Creek (BIN 2206300)

PIN: 2754.34

Project Description: Rehabilitation of Utica Street Bridge over Oriskany Creek. Major work items will include:

- Replace the concrete deck.
- Replace steel girders.
- Replace the steel bearings.
- Minor repairs/modifications substructure
- New Bridge and approach railing
- Replace approach sidewalks

Project Limits: The limits of the approach roadway/sidewalk work associated with the bridge rehabilitation is approximately 90 feet from each end of the 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 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 Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 8	Construction Support
Section 9	Construction Inspection
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, 8-10.

1.05 Project Familiarization

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

Job meetings are addressed under Section 9.

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 “*NYS DOT 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 NYS DOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

None anticipated.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYS DOT PLAFAP Manual*.

The following tasks were performed under preliminary and final design services and are not used:

Section 2 - Data Collection & Analysis

Section 3 - Preliminary Design

Section 4 – Environmental

Section 5 - Right-of-Way

Section 6 - Detailed Design

Section 7 – Advertisement, Bid Opening and Award

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve contractor submittals, but only for conformance and compatibility with the information given in the contract documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** shall provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** shall assume responsibility, as appropriate, for the administration of the contract including maintaining project records, processing payments, and performing detailed inspection work and on-site field tests of materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Sponsor Project Manager

This Project Manager will be the **Sponsor's** official representative on the contract and the Consultant must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficiently trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The **Sponsor** may want to interview before approval, and reserves the right disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the **Sponsor**.

The designated Resident Engineer (or substitute) must be NICET Level III (or equivalent), Level IV (or equivalent) and/or a Professional Engineer licensed in the State of New York, with a minimum of five years of experience in construction inspection of bridges.

9.07 Scope of Services/Performance Requirements

A. Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

The **Consultant** shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or supplier, or any of the Contractor's work, nor shall the **Consultant** have the responsibility to supervise, direct, or control Contractor's work or for the means, methods, techniques, sequences, or procedures of construction or for the safety precautions or safety programs of the Contractor(s).

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor** and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK). The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) The **Consultant** will complete record plans and transmit to the **Sponsor** all project information, including electronic files. The electronic information and record plans will be in PDF format. Record Plans will be provided on 11" x 17" paper format.
- 4) For bridge projects: the **Consultant** will submit the Level 1 Load Rating information to the **Sponsor** for their records.
- 5) The **Consultant** shall submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within six (6) weeks after the date of the acceptance of the contract.

C. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the **Consultant** will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The **Consultant** is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1) On-site job meetings job meetings will be held bi-monthly under Section 9.
Estimate 8 cost and progress-reporting periods will occur during the life of this agreement.
- Section 8) Estimate 4 requests that require effort will be made during the construction phase of the project.
- Section 9) Estimate construction time frame will be 4 months. No more than 640 hours will be required by a Level III inspector over this time period.

Assumes 2 hours a week overtime will be required throughout the life of the project.

Estimate a budget of \$4,000 for the independent laboratory testing to provide the following:

- Field testing of concrete for slump, air and casting concrete compression test cylinders
- Concrete compressive strength tests from field cast cylinders
- Field determination of soil density using nuclear gage (no laboratory testing required)
- Grain size analysis laboratory tests of granular soils
- Proctor tests for soil compaction

Estimate a budget of \$11,000 for independent plant inspection and QA of steel beam fabrication.

This estimated budget cost is based upon past experience with similar projects, however the actual cost for NYSDOT and FHWA-required materials testing may be exceeded for reasons beyond the control of Delta Engineers, with reasons including but not limited to the Contractor's sequence of operations.

10.02 Technical Assumptions

Construction

1. It is assumed that one (1) full time Construction Inspector will be assigned to this project by the **Consultant**.
2. The primary member fabrication plant will be within two (2) hours driving distance of the independent testing company.

3. It is assumed that the Construction Contractor will work an average of 40 hours per week. It is also assumed that an average of 2 hours per week will be required for overtime during the life of the project.
4. Testing services will be provided by independent testing companies hired by the **Consultant** as part of the construction inspection contract. The **Consultant** will coordinate the testing and receive test reports from them for evaluation. Testing to be performed by the **Consultant** hired testing companies includes earth compaction tests, asphalt pavement density tests, concrete slump and concrete compressive strength tests. The cost of testing services is included in the **Consultant's** services to be provided.
5. Fabrication plant inspection services for QA inspection of the steel beams during fabrication and galvanizing will be provided by an independent inspection company hired by the **Consultant** as part of the construction inspection contract. The **Consultant** will coordinate the inspection and receive daily inspection reports from them for review. The cost for plant inspection fabrication services is included in the **Consultant's** services to be provided.
6. Plant Inspection and sample testing of bearings will be performed by NYSDOT. The **Consultant** will coordinate scheduling with NYSDOT Materials.
7. Compliance Air Monitoring for asbestos abatement activities will not be required.

ATTACHMENT B

Fee Summary

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
 Utica Street over Oriskany Creek - CS & CI

CONSTRUCTION

	DESIGN SERVICES	CONSTRUCTION SERVICES
Technical Labor Cost		93,680
Technical Labor Premium Portion of overtime		
Direct Non-Salary Cost (estimated)		2,281
Sub-Consultant Cost		
Direct Non-Salary Cost (Sub-Contractor Cost) (Estimated)		
Materials Testing		4,000
Plant Fabrication QA		11,000
Overhead Currently Estimated at:		
143.00% Office		
111.00% Field		
Fixed Fee / Profit		
Total Estimated Cost		\$110,961

Salary Schedule

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
 Utica Street over Oriskany Creek - CS & CI

CONSTRUCTION

JOB TITLE	CURRENT AVG. RATE	PROJECT AVG. RATE	2019 MAX. RATE (EST.)	2019 SPECIFIC HOURLY RATE	OVERTIME CATEGORY
Principal	76.22	73.50	78.49	190.00	A
Sr. Project Manager	55.10	57.30	68.30	170.00	A
Project Manager	41.26	42.91	45.00	135.00	A
Sr. Project Engineer	40.67	42.30	51.00	125.00	A/B
Project Engineer	34.29	35.66	43.40	110.00	B
Senior Engineer	29.78	30.97	33.00	100.00	B
Engineer	27.19	28.28	30.30	90.00	B
Assistant Engineer	23.41	24.35	26.75	80.00	B
Sr. Technician	21.12	21.96	25.25	70.00	C
Technician	17.87	18.58	19.85	60.00	C
Technical Typist	15.33	15.94	16.65	60.00	C
Construction Supervisor	45.40	47.22	47.22	125.00	C
Level 4 Inspector	45.40	47.22	47.22	118.50	C
Level 3 Inspector	38.50	40.04	40.10	90.00	C
Level 2 Inspector	26.80	27.87	27.87	73.50	C
Level 4 Inspector (overtime)	68.10	70.82	70.83	139.00	C
Level 3 Inspector (overtime)	57.75	60.06	60.15	110.00	C
Level 2 Inspector (overtime)	40.20	41.81	41.81	84.00	C

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: 1/1/2019
 Design Project Duration (months): 9
 Assume Salary Escalation: 4.0%

Year	Compounded Escalation Factor	% Work in year	Effective %
2018	1.000		
2019	1.040	100.0%	104.0%
2020	1.082		
		100.0%	104.0%

Estimate of Direct Non-Salary Cost - CONSTRUCTION

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
 Utica Street over Oriskany Creek - CS & CI

Original Fee Proposal

1. Travel, Lodging and Subsistence

Travel	Rental Car, Mileage, Fuel								\$981.00
		overnights	@	Cost/ea.	=				
	Lodging			\$85					
		meals	@	Cost/ea.	=				
	Meals			\$8					
TOTAL TRAVEL, LODGING & SUSTENANCE									\$981.00

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:	APPIA WEB-BASED CI SOFTWARE (4 months)					\$800.00			
	Miscellaneous					\$500.00			
TOTAL MISCELLANEOUS									\$1,300.00

TOTAL DIRECT NON - SALARY COST	<u>\$2,281.00</u>
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ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

February 8, 2019

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

EX-19-117

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The attached contract is for the engineering services needed for a project involving three bridges.

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Total Funding	
				Federal	County
2754.44	3311040	Carmichael Hill Rd over Big Br	Steuben	\$747,200	
	3310390	Glenmore Rd over Furnace Cr	Annsville	\$186,800	
	3310750	Harris Rd over Canada Cr	Lee		\$934,000

These bridges are owned and maintained by Oneida County. 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 C&S Engineers, Inc. is the most qualified consultant for this project. Subsequently, the Department of Public Works negotiated a proposed contract with C&S Engineers, Inc. to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

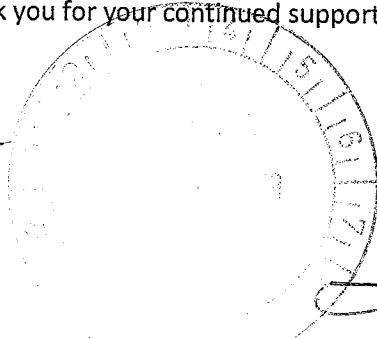
On September 26, 2018 the Oneida County Board of Acquisition and Contract accepted a proposal from C&S Engineers with fee of \$284,000.00 (\$227,200.00 Federal/\$56,800.00 County) to prepare plans and specifications for rehabilitation of the aforementioned bridges. Funding would be provided through H-569, HOCTS Bridge Program.

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



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

Anthony J. Picente, Jr.
 County Executive

Date 2-8-19

Oneida Co. Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

C & S Engineers, Inc.
499 Co. Eileen Collins Blvd.
Syracuse, NY 13212

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 attached contract is for the engineering services needed for a project involving three bridges.

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Total Funding	
				Federal	County
2754.44	3311040	Carmichael Hill Rd over Big Br	Steuben	\$747,200	
	3310390	Glenmore Rd over Furnace Cr	Annsville	\$186,800	
	3310750	Harris Rd over Canada Cr	Lee		\$934,000
				Total	\$934,000

These bridges are owned and maintained by Oneida County. 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 C&S Engineers, Inc. is the most qualified consultant for this project. Subsequently, the Department of Public Works negotiated a proposed contract with C&S Engineers, Inc. to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

On September 26, 2018 the Oneida County Board of Acquisition and Contract accepted a proposal from C& Engineers with fee of \$284,000.00 (\$227,200.00 Federal/\$56,800.00 County) to prepare plans and specifications for rehabilitation of the aforementioned bridges.

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

4) Funding

Account #: H-569
Total Funding Requested: \$284,000.00
Oneida County Dept. Funding Recommendation: \$284,000.00

Proposed Funding Sources

Federal: \$227,200.00
New York State: \$0.00
Oneida County: \$56,800.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made this ___ day of _____ 2018, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, NY 13501, and C & S ENGINEERS, INC., (hereinafter called "Consultant"), a domestic business corporation, organized and existing under the laws of the State of New York with its place of business located at 499 Col. Eileen Collin Boulevard, Syracuse, NY 13212 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, County requires consulting services to assist in preparing detailed plans and specifications for rehabilitation of three bridges:

BIN 3311040	Carmichael Hill Road over Big Brook	Town of Steuben
BIN 3310390	Glenmore Road over Furnace Creek	Town of Annsville
BIN 3310750	Harris Road over Canada Creek	Town of Lee

all owned by County; 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 that for the consideration hereinafter set forth, Consultant shall provide certain services identified in **Attachment B** (hereinafter "the Services").

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. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager, authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

3. **COMPENSATION**

3.1. Consultant will be paid a Not-To-Exceed fee of **Two Hundred Eight-Four Thousand dollars and Zero cents (\$284,000.00)**, for all services identified in **Attachment B**. Payment

shall be made on a basis of Services completed.

3.2. Attachment B and Attachment C 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. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.5. Additional compensation, at a mutually agreed upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, that are not the fault of Consultant.

3.6. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred 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 government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

5. SCOPE OF SERVICES

5.1. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

5.3. 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 under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

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. 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.

6.7. 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.

6.8. Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind County, or create obligations on the part of

County, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify 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, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by County.

8. SUBCONTRACTS

8.1. A subconsultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services. County shall be provided a copy of any and all agreement(s) between Consultant and any subconsultants regarding the award of any portion of the Services within ten (10) days of their final execution.

8.3. Agreements between Consultant and the subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. 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, 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.

10. PROJECT MANAGERS

10.1. County designates the Deputy Commissioner, Division of Engineering, as their Project Manager, who shall be responsible for administering and interpreting the terms and

conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

10.2. Consultant designates Matthew Patterson 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 Project Manager for County.

11. NOTICES

11.1. Any notice to County may be delivered personally or sent by United States mail, postage prepaid to the Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, not but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County. County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold

County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

13. ASSUMPTION OF RISK

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of Consultant in the performance of this Agreement or from Consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only reckless or intentional acts of County, or its officers, agents or employees.

14. INSURANCE REQUIREMENTS

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

14.2. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual

Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as additional insureds, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as additional insureds on a primary and non-contributing basis.

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as additional insureds. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

14.6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim.

14.7. Waiver of Subrogation: Consultant waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.8. County shall not issue a notice to proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant

grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. 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.

15.2. 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.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

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

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

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

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

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

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

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. 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.

17. **TERMINATION**

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

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

other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

18.1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of County whether or not the project is completed. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19. ADDENDUM

19.1. Consultant shall comply with **Attachment A**, the Addendum - Standard Oneida County Conditions.

20. NON WAIVER

20.1. 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.

21. CHOICE OF LAW/FORUM

21.1. 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.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. ORDER OF PRECEDENCE

22.1. In case of conflicts between the provisions of this Agreement and the attachments, or between the attachments, the following order of precedence shall control:

22.1.1. **Attachment A**

22.1.2. This Agreement

22.1.3. **Attachment B**

22.1.4. **Attachment C**

23. SUCCESSORS AND ASSIGNS

23.1. 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.

24. SEVERABILITY

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

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

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

27. INCORPORATION BY REFERENCE

27.1. The following attachments, attached hereto, are deemed incorporated into this Agreement, whether or not actually attached:

27.1.1. **Attachment A** – Addendum - Standard Oneida County Conditions

27.1.2. **Attachment B** – Scope of Services

27.1.3. **Attachment C** – Fee Summary

28. AUTHORITY TO ACT/SIGN

28.1. Consultant's signatory hereby represents and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

29. ADVICE OF COUNSEL

29.1. Each Party acknowledges that, in executing this Agreement, such Party has had the

opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.


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

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

C&S ENGINEERS, INC.



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

Date: 1.30.19

Approved:

By: _____
Linda B. Lark, Assistant County Attorney

Date:

ATTACHMENT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.
 - a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
 - 1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.\
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.
 - ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
 - iii. Place of Performance (street, address, city, county, state, zip code)
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

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

6. 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 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as

otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the

“Statute”), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County’s right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

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

higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

- 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 made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- 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 to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

- b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

- a. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:
 - i. For the purposes of this provision, the “use of tobacco” shall include:
 - A. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - B. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
 - ii. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
 - iii. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - A. Upon all real property owned or leased by the County of Oneida; and

- B. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- iv. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

Attachment B – Scope of Services

Phase 1 – Preliminary and Final Design

Prepared for:

**Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424**

Describing Services for:

**Three Bridge Preventative Maintenance Project
Towns of Annsville, Lee and Steuben
Oneida County
P.I.N. 2754.44**

Date: March 20, 2018

C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212



ATTACHMENT B – SCOPE OF SERVICES

Phase 1 – Preliminary and Final Design

**Three Bridge Preventative Maintenance Project
Towns of Annsville, Lee and Steuben
Oneida County
P.I.N. 2754.44****Table of Contents**

	Page
Section 1 General	3
Section 2 Data Collection and Analysis	6
Section 3 Preliminary Design	10
Section 4 Environmental	14
Section 5 Right-of-Way	17
Section 6 Detailed Design	18
Section 7 Advertisement, Bid Opening and Award	20
Section 8 Construction Support (Supplemental Agreement)	21
Section 9 Construction Inspection (Supplemental Agreement)	22
Section 10 Estimating & Technical Assumptions	23

Section 1 - General

1.01 Project Description and Location

The Project includes preliminary and final design services, and construction support (supplemental agreement) and inspection services (supplemental agreement) for a Federally Funded project located in the Towns of Steuben, Annsville and Lee, Oneida County. Project involves performing preventive maintenance repairs to the 3 bridges to extend their service lives. The proposed scope of work at each structure varies, but may consist of scour countermeasures, bridge railing replacement, abutment concrete repairs, and arch rehabilitation. The project limits are constrained to the bridges themselves, and any approach roadway needed for staging, or work zone traffic control at the following locations:

- BIN 3310390 – Glenmore Road over Furnace Creek
- BIN 3310750 – Harris Road over Canada Creek
- BIN 3311040 – Carmichael Hill Road over Big Brook

Project Name: Three Bridge Preventative Maintenance Project

PIN: 2754.44

Project Description: Maintenance Type Repairs to Three Bridges

Sponsor: Oneida County

Towns: Annsville, Lee, and Steuben

The anticipated start date of preliminary design: March 2018

The anticipated letting date: November 2019

The anticipated construction completed date: November 2020

The anticipated design costs: \$270,000

The anticipated construction costs: \$1.71 Million

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Mark Laramie, who can be reached at (315) 793-6236.

All correspondence to the **Sponsor** should be addressed to:

Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771¹. 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 <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>

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support (Supplemental Agreement)
Section 9	Construction Inspection (Supplemental Agreement)
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information (if available):

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory

- agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 **Cost and Progress Reporting**

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the *Cost Control Report*.² 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 current version of the *NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual*³ including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.]

1.09 **Standards & Specifications**

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 **Subconsultants**

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 **Subcontractors**

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

² <https://www.dot.ny.gov/plafap/view-document?id=1598>

³ <https://www.dot.ny.gov/plafap>

⁹ https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_names=doc_id&p_arg_values=10618

Section 2 - Data Collection and Analysis**2.01 Design Survey (Sub-consultant)****A. Ground Survey**

The **Sub-consultant** will provide terrain data required for design by means of a topographic field survey. This should include the roadway, the creek, embankments, existing bridge, utilities, and any other identifiable features within the project limits. Bandwidth will be 100 feet for each site.

Site 1 – Glenmore Road over Furnace Creek

- 200 feet along roadway on each side of bridge
- Intrados of arch at each fascia and at arch centerline

Site 2 – Harris Road over Canada Creek

- From intersection of Harris Road with Sulfur Springs Road to the north of the bridge to 150 feet south of the bridge along the roadway
- Intrados of arch at each fascia and at arch centerline

Site 3 – Carmichael Hill Road over Big Brook

- From 200 feet west of the bridge to 300 feet east of the bridge along the roadway
- Intrados of arch at each fascia and at arch centerline

B. Photogrammetric Survey

Not required for this project.

C. Stream Survey

Additional stream survey not required for this project.

D. Survey of Wetland Boundaries

Not required for this project.

E. Supplemental Survey

The **Sub-consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

F. Standards

Survey will be done in accordance with the standards set forth in the NYSDOT Land Surveying Standards and Procedures Manual and in accordance with local standards described in Section 10 of the Scope of Services (SOS).

Project Control will conform to the following:

- Horizontal project control
 - New York State Plane

- Vertical project control
 - Elevations will be based on the 1988 NAVD Datum

2.02 Design Mapping

The **Sub-consultant** will provide the following design mapping:

- 1" = 20' scale mapping with 1 foot contour intervals.

The **Sub-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 **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual*⁴.

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 and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

⁴ <https://www.dot.ny.gov/divisions/engineering/technical-services/hds-respository/Traffic%20Monitoring%20Standards%20for%20Contractual%20Agreements.rtf>

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

This section is not needed for this project.

2.09 Hydraulic Analysis

This section is not needed for this project.

2.10 Bridges to be rehabilitated**A. Inspection**

The **Consultant** will perform field inspections of the bridges to determine their condition, to establish the rehabilitation work necessary, and to prepare Level I load ratings. The intent is to supplement the inspection done as part of NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of the in-depth inspections of the bridges in accordance with the current AASHTO "Manual for Condition Evaluation of Bridges."

B. Bridge Deck Evaluation

This section is not needed for this project.

C. Load Rating of Existing Bridges

The **Consultant** will perform Level 1 load ratings of the existing bridges 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.

D. 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 bridges. 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 evaluations while maintaining close coordination with the **Sponsor** for guidance and input. The **Consultant** will then conduct the evaluations 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

The **Consultant** will perform a brief visual assessment only of the pavement at the approaches to the bridges.

The **Consultant** will describe the approach pavement conditions in the design report.

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 *NYS DOT Project Development Manual*⁵

The **Sponsor** will approve the selected project design criteria and will obtain NYS DOT 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.

⁵ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.⁶
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1"=20' plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1"=40' horizontal and 1"=8' (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.

⁶ <https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm>

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 NYSDOT *Project Development Manual (PDM)*.⁷

The **Consultant** will submit 3 copies and 1 .pdf file of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

NOTE: For NEPA Class I and III projects only the following applies:

The **Sponsor** will submit 3 copies and 1 .pdf file to NYSDOT's RLPL for preliminary NYSDOT and/or FHWA review.

The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments. The **Sponsor** will sign the cover sheet and submit 3 copies and 1 .pdf file of the revised report to the NYSDOT for signature.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with 3 copies and 1 .pdf file of the signed Draft DAD for distribution to advisory agencies.

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

The **Consultant** will assist the **Sponsor** at 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.

B. Public Hearing(s)

This section is not needed for this project.

⁷ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

3.07 Preparation of Final Design Approval Document (DAD)

The **Sponsor** will obtain all necessary approvals and concurrences 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 and 1 .pdf file 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 3 copies and 1 .pdf file of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 – Environmental**4.01 NEPA Classification**

The **Consultant** will verify the anticipated NEPA Classification.

The project is assumed to be a Class II action, the **Consultant** will complete the Federal Environmental Approvals Worksheet (FEAW), and forward the completed worksheet to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination.

A separate FEAW will be required for each bridge.

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 include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

The **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 and Archaeological 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 PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the PLAFAP Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- ~~A. General Ecology and Endangered Species~~
- ~~B. Ground Water~~
- ~~C. Surface Water~~
- ~~D. State Wetlands~~
- ~~E. Federal Wetlands~~
- ~~F. Floodplains~~
- ~~G. Coastal Zone Management~~
- ~~H. Historic Resources~~
- ~~I. Parks – Section 4(f) and Section 6(f) Evaluations~~
- J. Hazardous Waste
- K. Asbestos
- L. Noise
- M. Air Quality
- N. Energy
- O. Farmlands
- P. Invasive Species
- Q. Visual Impacts
- R. Critical Environmental Areas
- S. Smart Growth
- T. Environmental Justice

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Article 15 Protection of Waters Permit
- New York State Historic Preservation Office (SHPO)
- New York Natural Heritage Program (NYNHP)
- U.S. Fish and Wildlife Service (USFWS)

4.07 Public Hearing

This section is not needed for this project.

Section 5 - Right-of-Way**5.01 Abstract Request Map and/or Title Search**

The **Sub-consultant** will provide an Abstract Request Map in accordance with NYSDOT standards.

5.02 Right-of-Way Survey

The **Sub-consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines. The existing Right-of-Way/Highway boundaries will be determined from record plans (if available), tax maps or other documents available from the **Sponsor**. Existing Right-of-Way boundaries shall be shown on the contract plans.

5.03 Right-of-Way Mapping

The **Sub-consultant** will meet with the **Municipality** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Sub-consultant** will prepare acquisition maps in accordance with the format provided by the **Municipality**.

The **Sub-consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan

This section is not needed for this project.

5.05 Right-of-Way Cost Estimates (NYSDOT)

This section is not needed for this project.

5.06 Public Hearings/Meetings

This section is not needed for this project.

5.07 Property Appraisals (NYSDOT)

This section is not needed for this project.

5.08 Appraisal Review (NYSDOT)

This section is not needed for this project.

5.09 Negotiations and Acquisition of Property (NYSDOT)

This section is not needed for this project.

5.10 Relocation Assistance

This section is not needed for this project.

5.11 Property Management

This section is not needed for this project.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

This section is not needed for this project.

B. 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 plans should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

C. Selected Structural Treatments

The **Consultant** will modify the Preliminary Bridge Rehabilitation Plans to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatments 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.⁸

The **Consultant** will prepare and submit 3 copies and 1 .pdf file of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.

⁸ https://www.dot.ny.gov/divisions/engineering/design/dgab/hdm/hdm-repository/Chapt_21.pdf

- 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.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies and 1 .pdf file of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.06 Railroads

This section is not needed for this project.

6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- The Consultant shall prepare Level 1 load rating packages as described in NYSDOT Engineering Instruction 05-034 and include the load rating results in the plans in accordance with the EI.
- Immediately upon its completion, the Consultant shall transmit two hard copies and one electronic Adobe Acrobat file (*.pdf) copy of the Level 1 load rating package to the NYSDOT for filing.

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award**7.01 Advertisement**

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will assist the **Sponsor** with placing the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

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 bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support (Supplemental Agreement)

Section 9 - Construction Inspection (Supplemental Agreement)

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|---|
| Section 1 | Estimate 5 meetings during the life of this agreement.
Estimate 21 cost and progress reporting periods will occur during the life of this agreement. |
| Section 2 | Assume that GPS methods and equipment will not be used to establish local control points.

Estimate 0 accidents will require analysis.

Estimate 3 capacity analyses will be required.

Estimate 0 soil borings will be taken. |
| Section 3 | Estimate 2 concepts will be evaluated.

Estimate 1 design alternative will be analyzed in addition to the null alternative.

Estimate 2 cost estimate(s) plus 1 updates will be required.

Estimate 3 bridges will be rehabilitated. |
| Section 4 | Estimate 3 permits will be required. |
| Section 5 | Estimate 3 properties will require title searches.

Estimate 3 ROW maps will be required.

Estimate 3 property acquisitions will be required. |
| Section 6 | Detailed Design or Final Design

Final Design will include but not be limited to: <ul style="list-style-type: none"> • Development of highway 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 2 cost estimates plus 1 updates will be required.

Estimate 0 bridges will be replaced and 3 will be rehabilitated. |

Estimate 0 utility companies and 0 railroad agencies will be affected.

Section 7 Estimate 25 copies of the final contract bid documents will be needed for prospective bidders.

Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter.

10.02 Technical Assumptions

The following technical assumptions are in addition to those made in the scope of services, Sections 1 through 7:

All work on this project will be done in English Units.

Section 2

2.02 The existing Right-of-Way/Highway Boundaries will be determined from record plans provided by the County (if available), and deed research of adjacent parcels of property. Highway boundary and property lines will be shown on the general plans.

Property information shown will be reputed owners name, liber and page and tax ID #s.

2.02 Assume research for underground utilities will be required; the Sub-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 visible or marked in the field by others will be located. Any underground features, not visible or not marked in the field, will be plotted by use of as-built maps and/or any other available information.

2.03 Assume no substructure cores or bridge deck cores will be necessary.

2.05 The **Consultant** will obtain traffic counts by hourly volumes in each direction over a week period that differentiates truck and vehicle counts. The traffic counts will be taken at two points and with equipment that will determine the speed of each vehicle so that the 85% speed can be documented. The County will assist with Growth Factor for traffic forecasting.

2.07 The **County** will provide a written statement of any future plans for abutting roadway segments and any affiliated development planned for long range that may affect traffic patterns and volumes for the roadways.

Section 3

3.02.A Assume two (2) alternatives will be considered conceptually:

1. Null/No Action Alternative. This alternative will be 'written off' due to non-conformance with the Project Objectives.
2. Bridge Rehabilitation on existing highway alignment.

Assume that detailed Evaluation of Alternatives will only be done for the Preferred Alternative. Assume the preferred alternative will be number 2 as shown above.

3.03 Cost estimates will be based upon current NYSDOT average bid unit prices for contractor

perform acquisitions.

Section 6

- 6.03 Bar lists and bends will be provided by the **Consultant**.
- 6.03 Assume no closed drainage system design work will be required. Assume no other public utility design will be required.
- 6.03 Assume design of temporary soil support walls (sheeting or soldier pile) will NOT be required.
- 6.03 Assume no seismic design will be provided.
- 6.03 Assume traffic will be maintained with an off-site detour during construction.

Section 7

- 7.01 C&S will respond to questions from plan purchasers and provide support for the County in the issuance of any required addenda.
- 7.02 The County will sell the contract documents and keep record of the plan holders' list.


Section 8 – Not Included In Agreement – (will be included in supplemental agreement)

Section 9 – Not Included in Agreement - (will be included in supplemental agreement)

Schedule

Below is the anticipated project schedule. These dates are approximate and subject to change.

Preliminary Design:

Negotiation and Execution of Agreement (Sections 1-7)	April 2018 <i>2019</i>
Project Start	July 2018 <i>2019</i>
Initial Public Information Meeting	October 2018 <i>2019</i>
Design Approval Document Complete/Design Approval	January 2019 <i>2020</i> 

Final Design and Construction:

Advance Detail Plans Complete	May- 2019 2020
Final PS&E / Bid Documents Complete	August 2019 2020
Approval to Advertise	September 2019 2020
Letting	November 2019 2020
Award	January 2020 2021
Construction Start	April 2020 2021
Construction Substantially Complete	September 2020 2021
Project Closeout	November 2020 2021

ATTACHMENT C - Fee Summary - Page 1

DESIGN SERVICES SECTIONS 1 THROUGH 7

LUMP SUM BREAKDOWN BY TASK

PIN 2754.44

Three Bridge Preventative Maintenance

Task	Description	Direct Labor	Contract Amt
1.05 - 1.10	Project Administration/ Reporting	\$4,853	\$14,740
2.03 - 2.11	Data Collection & Analysis	\$9,660	\$29,343
3.01 - 3.07	Preliminary Design	\$15,687	\$47,649
4.01 - 4.04	Environmental Issues/Permits	\$410	\$1,247
5.01	R-O-W Survey & Mapping	\$2,306	\$7,005
6.01 - 6.04	Detailed Design	\$37,138	\$112,806
7.01	Advertisement, Bid, & Award	\$2,281	\$6,927
SUBTOTAL LUMP SUM		\$72,335	\$219,717
DNSC (Subconsultant)	Environmental (edr) & Survey (Prudent)		\$59,021
Reimbursable DNSC	Asbestos Sampling & Testing		\$4,500
Reimbursable DNSC	Soil Borings		\$0
Reimbursable DNSC	Direct Expenses (Consultant)		\$556
SUBTOTAL DNSC			\$64,077
SUBTOTAL			\$283,794
TOTAL - MAXIMUM AMOUNT PAYABLE			\$284,000.00

Scoping and Preliminary Design
Detailed Design

\$156,499
\$127,295

Attachment C, Page 2
Summary

C&S Engineers, Inc.
Three Bridge Preventative Maintenance
Towns of Annsville, Lee and Steuben
PIN 2754.44

Item IA, Direct Technical Salaries (estimated) Subject to Audit	\$72,335
Item IB, Direct Technical Salaries Premium Portion of Overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) Subject to Audit	\$556
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Contractor Cost)	\$4,500
Item III, Overhead	\$122,969
Item IV, Fixed Fee	\$24,420
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Consultant Cost)	\$59,021
Total Estimated Cost	<hr/> \$283,801
MAXIMUM AMOUNT PAYABLE	\$284,000.00

Attachment C, Page 3
Salary Schedule

C&S Engineers, Inc.
Three Bridge Preventative Maintenance
Towns of Annsville, Lee and Steuben
PIN 2754.44

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVE. HOURLY RATES		MAXIMUM HOURLY RATES			OVERTIME CATEGORY
		Average Rate Mar-18	Project Midpoint Jan-19	2017	2018	2019	
Service Group Manager	VIII (A)	\$76.00	\$79.42	\$89.00	\$91.67	\$94.42	A
Department Manager	VII (A)	\$57.68	\$60.28	\$63.00	\$64.89	\$66.84	A
Chief Engineer	VI (A)	\$52.26	\$54.61	\$59.80	\$61.59	\$63.44	A
Principal Engineer	VII (A)	\$55.21	\$57.69	\$60.50	\$62.32	\$64.18	A
Managing Engineer	VI (A)	\$47.01	\$49.13	\$51.50	\$53.05	\$54.64	A
Managing Planner	VI (A)	\$52.00	\$54.34	\$52.00	\$53.56	\$55.17	A
Senior Project Env Scientist	V (A)	\$38.50	\$40.23	\$40.00	\$41.20	\$42.44	B
Senior Project Landscape Arch	V (A)	\$39.00	\$40.76	\$39.00	\$40.17	\$41.38	B
Senior Project Engineer	V (A)	\$43.79	\$45.76	\$52.50	\$54.08	\$55.70	B
Project Engineer	IV (A)	\$36.37	\$38.01	\$40.50	\$41.72	\$42.97	B
Environmental Scientist	III (A)	\$29.25	\$30.57	\$30.00	\$30.90	\$31.83	B
Geologist	III (A)	\$30.50	\$31.87	\$30.50	\$31.42	\$32.36	A
Engineer	III (A)	\$30.40	\$31.77	\$30.40	\$31.31	\$32.25	B
Staff Engineer	I/II (N)	\$27.10	\$28.32	\$29.50	\$30.39	\$31.30	C
Senior Construction Supervisor	IV (N)	\$59.75	\$62.44	\$67.00	\$69.01	\$71.08	A
Construction Supervisor	IV (N)	\$39.00	\$40.76	\$39.00	\$40.17	\$41.38	A
Resident Engineer	IV (N)	\$43.08	\$45.02	\$52.50	\$54.08	\$55.70	C
Senior Designer	III (N)	\$33.40	\$34.90	\$39.50	\$40.69	\$41.91	B
Designer	III (N)	\$24.90	\$26.02	\$26.00	\$26.78	\$27.58	D
Cad Operator	III (N)	\$22.50	\$23.51	\$22.50	\$23.18	\$23.87	D
Chief Inspector	III (N)	\$38.51	\$40.24	\$41.61	\$42.86	\$44.14	C
Senior Inspector	III (N)	\$36.97	\$38.63	\$40.00	\$41.20	\$42.44	C
Inspector	II (N)	\$30.50	\$31.87	\$31.00	\$31.93	\$32.89	C
Design Technician	III (N)	\$27.57	\$28.81	\$29.00	\$29.87	\$30.77	D
Technical Typist	N/A	\$26.12	\$27.30	\$33.00	\$33.99	\$35.01	D

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as submitted in Certified Salary Roster.

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate over 40 billable hours.
- Category C - Overtime compensated at straight time rate.
- Category D - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the 40 hours per week.

Attachment C, Page 4
Staffing Table

C&S Engineers, Inc.
Three Bridge Preventative Maintenance
Towns of Annsville, Lee and Steuben
PIN 2754.44

Job Title	Grade	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Total Hours	Projected Hourly Rate	Direct Technical Labor Cost
Service Group Manager	VIII (A)								0	\$79.42	\$0.00
Department Manager	VII (A)								0	\$60.28	\$0.00
Chief Engineer	VI (A)						8		8	\$54.61	\$436.89
Principal Engineer	VII (A)								0	\$57.69	\$0.00
Managing Engineer	VI (A)	96	14	74	6	16	161	20	387	\$49.13	\$19,011.55
Managing Planner	VI (A)								0	\$54.34	\$0.00
Senior Project Landscape Arch	V (A)								0	\$40.76	\$0.00
Senior Project Engineer	V (A)		78				68		146	\$45.76	\$6,681.04
Project Engineer	IV (A)		50	188		40	190	32	500	\$38.01	\$19,003.33
Environmental Scientist	III (A)				2				2	\$30.57	\$61.13
Geologist	III (A)								0	\$31.87	\$0.00
Engineer	III (A)		96	60			322		478	\$31.77	\$15,185.10
Staff Engineer	III (N)		16						16	\$28.32	\$453.11
Senior Designer	III (N)								0	\$34.90	\$0.00
Designer	III (N)								0	\$26.02	\$0.00
Cad Operator	III (N)			116			350		466	\$23.51	\$10,956.83
Design Technician	III (N)								0	\$28.81	\$0.00
Technical Typist	N/A	5		10	2			3	20	\$27.30	\$545.91
Totals		101	254	448	10	56	1,099	55	2,023		\$72,334.89

Labor Detail
Section 1 - General

C&S Engineers, Inc.
Three Bridge Preventative Maintenance
Towns of Annsville, Lee and Stauben
PIN 2754.44

WBS Task No.	Description	Svc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Pmc. Egr.	Mng. Eng.	Mng. Plnr.	Sr. Prj. Land. Arch.	Sr. Prj. Eng.	Pri. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgmr.	Cad Opr.	Des. Tech.	Tech. Typ.	Hours by Task	Direct Labor Costs
1	GENERAL																			
1.05	Data Collection - Plans / Records / Reports					16													16	\$786.01
1.06	Project Meetings																			
1.07	Cost & Project Reporting																			
1.07.A	Progress Reports					18													18	\$884.26
1.07.B	Cost Control Reports					18													18	\$884.26
1.07.C	Project Coord. and Management					24													24	\$1,179.01
1.10	Subconsultant Agreements																			
1.10.A	Agreements					4													1	\$223.80
1.10.B	Overall Subconsultant/DBE Coord.					16													4	\$895.19
1.11	Subcontract Agreement																			
1.11.A	Boring Location Plan																			
1.11.B	Subsurface Investigation Bids																			
1.11.C	Subsurface Borings Agreement																			
1.11.D	M&PT/Traffic Control Plans																			
1.11.E	Traffic Control Bids																			
1.11.F	Traffic Control Agreements																			
1.11.G	Special Access Specifications																			
1.11.H	Special Access Bids																			
1.11.I	Special Access Agreement																			
1.11.J	Concrete Coring / GPI / Load																			
1.11.K	Testing Specifications																			
1.11.L	Concrete Coring / GPI / Load																			
1.11.L	Testing Bids																			
1.11.M	Coring/GPI/Load Testing																			
1.11.N	Abstracts of Title																			
1.11.O	Property Appraisals																			
1.11.P	Secondary Opinion of Property Appraisals																			
1.11.Q	(Appraisal Review)																			
	Totals					96													5	\$4,852.52

Labor Detail
Section 2 - Data Collection and Analysis

C&S Engineers, Inc.
Three Bridge Preventative Maintenance
Township of Annsville, Lee and Steuben
PIN 2754.44

Notes: Shading indicates that this task is NOT included in the contract.
Hatching indicates that this task is being done by the Municipality.

WBS Task No.	Description	Svc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Pmc. Egr.	Mng. Eng.	Mng. Pntr.	Sr. Pjt. Land. Arch.	Sr. Pjt. Eng.	Pjt. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgmr.	Cad. Opr.	Des. Tech.	Tech. Typ.	Hours by Task	Direct Labor Costs
2	DATA COLLECTION & ANALYSIS																			
2.01	Design Survey																			
2.01.A	Survey																			
2.01.A	Field Collis (Survey Review)																			
2.01.B	Control Report Review																			
2.01.B	Baseline Ties & Benchmark Table Review																			
2.01.C	Feature Crossed X-Sections																			
2.01.C.1	Stream X-Sections Review																			
2.01.C.2	Under-Roadway X-Sections																			
2.01.D	Wetland Boundary Survey																			
2.01.E	Tie-in of Soil Borings																			
2.01.E	Supplemental survey & Mapping																			
2.03	Determination of Existing Conditions																			
2.03.A	Site Visit & Reconnaissance					6				8									16	\$697.06
2.03.B	Determine Clear Zones									2									2	\$76.01
2.03.C	Document Exstg. Conditions					4				16									20	\$804.61
2.03.D	Traffic Control (for Soil Borings)																			
2.03.E	Special Access Equipment																			
2.03.F	Coring & Testing Program																			
2.03.G	Traffic Control (for Special Access and/or Coring Equipment)																			
2.03.H	Utility Inventories									4									4	\$152.03
2.04	Accident Data & Analysis									4									4	\$152.03
2.05	Traffic Counts									16				16					34	\$1,159.47
2.06	Capacity Analysis					2														
2.07	Determine Future Plans																			
2.08	Soil Investigations																			
2.08.A	Soil Borings (Coord. & Review)																			
2.08.B	Logs, Tests & Reports																			
2.09	Hydraulic Evaluations																			
2.09.A	Locations for Hydraulic X-Sections																			
2.09.B	Review FEMA Detailed Study																			
2.09.C	Existing Hydraulic evaluation																			
2.09.D	Freeboard (Stream Crossing)																			
2.09.E	Proposed Hydraulics																			
2.09.F	Scour Evaluation																			
2.10	Bridges to be Rehabilitated																			
2.10.A	Bridge/Structural Inspection									40									80	\$3,101.14
2.10.B	Bridge Inspection Report									20									40	\$1,550.57
2.10.C	Determine Min Clearance of Under Roadway (Grade/Sep)																			
2.10.D	Deck Evaluation Report																			
2.10.E	Load Rating									12									48	\$1,692.77
2.11	Pavement Evaluation									6									6	\$274.56
Totals																			254	\$9,660.25

Labor Detail
Section 3 - Preliminary Design

C&S Engineers, Inc.
Three Bridge Preventative Maintenance
Towns of Arnsville, Lee and Steuben
PIN 2754.44

Notes: Shading indicates that this task is NOT included in the contract.

WBS Task No.	Description	Srvc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Pmc. Egr.	Mng. Eng.	Mng. Plnr.	Sr. Prj. Arch.	Sr. Prj. Eng.	Pri. Eng.	Env. Sci.	Geol. Engr.	Staff Engr.	Sr. Dgnr.	Dgnr.	Cad Opr.	Des. Tech.	Tech. Typ.	Hours by Task	Direct Labor Costs					
3	PRELIMINARY DESIGN																								
3.01	Design Criteria																								
3.01.A	Feature Carried Design Criteria					2				8									10	\$402.30					
3.01.B	Feature Crossed Design Criteria																								
3.02	Development of Alternatives																								
3.02.A	Develop Conceptual Alt's.					12				48			24			48			132	\$4,304.86					
3.02.A.1	Highway Elements (plan, profile)					4				8						8			20	\$688.66					
3.02.B	Non-Standard Features					4				4						8			8	\$348.53					
3.02.C	Feasible Alternatives					8				16			12			16			52	\$1,758.53					
3.02.D	Required Vertical Clearance of Under-Roadway (GradeSep)																								
3.02.E	Bridge Deck Drainage Analysis																								
3.02.F	Determine Take Lines					2				4									6	\$250.28					
3.02.G	Utility Relocations																								
3.03	Cost Estimates																								
3.03.A	Utility Costs																								
3.03.B	Project Cost Estimates					4							24						28	\$958.93					
3.04	Preparation of Draft Design Approval Document																								
3.04.A	Draft Design Report					12				40						16		8	76	\$2,704.33					
3.04.C	DDAD - Reproduction																								
3.05	Agency Reviews																								
3.05A	Address comments					8				12						12			32	\$1,131.23					
3.06	Public Info Meeting																								
3.06A	Initial meeting																								
3.06B	Formal meeting					8				24						16			48	\$1,681.36					
3.07	Preparation of Final Design Approval Document																								
3.07.A	Hydraulic Justification Report																								
3.07.B	Final Design Approval Document					8				24								2	34	\$1,359.75					
3.07.C	FDAD - Reproduction																								
3.07.D	Design Approval Request - Funding Obligated/Sign-offs					2													2	\$98.25					
Totals																			74	188	60	116	10	448	\$15,687.02

Rehabilitation of Three Oneida County Bridges
Annsville, Lee Center, & Steuben, Oneida
County PIN (TBD)

Attachment C
Salary Schedule

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.

JOB TITLE	ASCE (A) NICET(N) Grade	Average Hourly Rates		Maximum Hourly Rates			Overtime Category
		Present 01/2018	Projected 07/2018	Present 2018	Projected 2019	Projected 2020	
Principal-in-Charge (Environmental)	N/A	\$54.08	\$54.08	\$54.08	\$55.70	\$57.37	A
Senior Project Manager	N/A	\$43.33	\$43.33	\$43.33	\$44.63	\$45.97	A
Project Manager	N/A	\$34.20	\$34.20	\$36.42	\$37.51	\$38.64	A
Project Environmental Specialist	N/A	\$29.48	\$29.48	\$29.48	\$30.36	\$31.28	A
Environmental Specialist	N/A	\$25.00	\$25.00	\$25.00	\$25.75	\$26.52	A
Senior Cultural Resources Specialist	N/A	\$27.81	\$27.81	\$27.81	\$28.64	\$29.50	A
Staff Cultural Resources Specialist	N/A	\$23.98	\$23.98	\$23.98	\$24.70	\$25.44	A
GIS Specialist	N/A	\$24.00	\$24.00	\$24.00	\$24.72	\$25.46	A
Technical Typist	N/A	\$27.30	\$27.30	\$27.30	\$28.12	\$28.96	A

It shall be the ENGINEER'S responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.**

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.

**Rehabilitation of Three Oneida County Bridges
Annsville, Lee Center, & Steuben, Oneida County**

PIN (TBD)

**Attachment C
Staffing Table**

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.

Job Title	ASCE (A) NICET (N) Grade	Tasks							Total Hours	Projected Hourly Rate	Direct Technical Labor
		1.05/1.07 General	3.04/3.07 Text for BRR	4.01/4.02 NEPA/SEQRA Classification	4.03 Smart Growth	4.04 Screenings & Preliminary Investigations & PSp	4.05 Detailed Studies (haz mat screening)	4.06 Wetland Permitting			
Principal-in-Charge (Environmental)	N/A	2	2			2			10	\$54.08	\$540.80
Senior Project Manager	N/A	8	2	2	2	4	2	4	32	\$43.33	\$1,386.56
Project Manager	N/A		4	4	4	4	4	4	24	\$34.20	\$820.80
Project Environmental Specialist	N/A		4			8		8	24	\$29.48	\$707.52
Environmental Specialist	N/A		12	16	16	20	16	20	154	\$25.00	\$3,850.00
Senior Cultural Resources Specialist	N/A					8		8	8	\$27.81	\$222.48
Staff Cultural Resources Specialist	N/A		2			24		24	24	\$23.98	\$575.52
GIS Specialist	N/A	4				4		4	8	\$24.00	\$528.00
Technical Typist	N/A								8	\$27.30	\$218.40
Totals		14	22	22	22	74	22	36	306		\$8,850.08

**Rehabilitation of Three Oneida County Bridges
 Annsville, Lee Center, & Steuben, Oneida County
 PIN (TBD)**

**Attachment C, Direct
 Non-Salary Costs**

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services,

1. Lodging, Sustenance & Travel

			D.P.C.			
Lodging		Nights @	\$100	Per Night for	Persons	\$0
Meal Allowance		Lunches @	\$56	Per Day for	Persons	\$0
Mileage						
	Task 4.05 Visit Site	3				
		Trips @	150	Miles per trip	450	0.535
		Trips @	5	Miles per trip	0	0.535
		Trips @	5	Miles per trip	0	0.535
		Trips @	5	Miles per trip	0	0.535
		Trips @	5	Miles per trip	0	0.535
		Trips @	5	Miles per trip	0	0.535
					450	Miles \$0.535 =
						<u>\$241</u>
						Subtotal \$241

2. Misc

	Hazardous Materials Screening Database Report					
		Each	\$ 300	quantity	3	\$ 900.00
						\$ -
						Subtotal <u>\$900</u>

Total Direct Non Salary Costs: \$1,140.75

Rehabilitation of Three Oneida County Bridges
Annsville, Lee Center, & Steuben, Oneida County
PIN (TBD)

Attachment C
Summary

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.

Item IA, Direct Technical Salaries (estimated) subject to audit	\$8,850
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II Direct Non-Salary Cost (estimated) subject to audit	\$1,141
Item III, Overhead (estimated) subject to audit (109%)	\$9,647
Item IV, Fixed Fee 11.0%	\$2,035
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	<hr/> \$21,672
Maximum Amount Payable (MAP)	<hr/> \$22,000

PIN 2754.44 Three (3) Bridge Preventative Maintenance Sites for Oneida County

TASKS	PR	PM	SP	DE	LS	PC	IP	CO II	CO I	TOT	REMARKS
Section 2 - DATA COLLECTION	0	0	0	0	30	77	77	98	14	296	SUBTOTAL
2.01A - Control Survey 3 sites					6	12	12	6		36	Field Survey for 3 sites - set control network trav/RTK/static, recover BM and level through all control (baseline & spur/pol points with 3 BMs
2.01 - Control Sheet (one for 3 sites)					8			12		20	Prepare a Control Sheet for insertion into plan set (include control diagram, project centerline of improvement baseline ties & BM tab.)
2.01A - Ground Survey 3 sites					2	48	48			98	At 3 sites - Make field sketches. Locate topo, planimetric & bridge features and any ROW evidence fnd. Use NYS DOT feature codes - mapping limits per scope include all utility planimetrics
2.01F - Supplemental survey and mapping					2	12	12	6		32	Assume 1 day plus mobilization, data processing and CAD updates for all three (3) sites.
Design Mapping 3 sites					12			74	14	100	Label baseline, with tie diagrams. Scale drawing at 1" = 20' on 11x17 sheets. Design mapping using MicroStation V8i. Use NYS DOT settings. Depict utilities from plans and location data. Place ROW & side lines with owner names
Mobilization						5	5			10	one half actual time due to prevail. wage (±2 hr total mob/demob time per trip)
Section 5 - RIGHT-OF-WAY	0	0	0	0	56	0	0	72	0	128	SUBTOTAL
5.01 - ARM (one for 3 sites)					4			8		12	Prepare, an ARM showing all possible appropriations and ownership data - QC check & submit draft with tax map & deed copies, address comments and submit final
5.02 - Right-of-Way Survey					32			22		54	field survey for ROW and property monumentation - in 2.01 - Research records at the NYS DOT, & County Department of Highways, Town Clerk's Office / Tax Mapping Department. Determine ROWs in scoped areas only
5.03 - Right-of-Way Mapping 3 sites					20			42		62	Prepare right of way acquisition maps. Compute parcels, draft maps, write legal descriptions using County format, QC maps, submit draft, address comments, plot on mylar, submit final mylar plots ; Assume 3 Maps & parcels.

PRUDENT ENGINEERING LLP

SALARY SCHEDULE

PIN 2754.44 Three (3) Bridge Preventative Maintenance Sites for Oneida County

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE RATE			MAXIMUM			OT CATE- GORY
		2018	2019	2020	2018	2019	2020	
PRINCIPAL	IX (A)	\$73.50	\$ 73.50	\$ 73.50	\$ 73.50	\$ 75.00	\$ 75.00	A
PROJECT MANAGER	IV (A)	\$50.08	\$ 51.58	\$ 53.13	\$ 51.00	\$ 52.53	\$ 54.11	B
PROJECT ENGINEER	IV (A)	\$66.95	\$ 68.96	\$ 71.03	\$ 67.00	\$ 69.01	\$ 71.08	B
ENGINEER	III (A)	\$37.85	\$ 38.99	\$ 40.16	\$ 38.00	\$ 39.14	\$ 40.31	B
LAND SURVEYOR	III (N)	\$39.71	\$ 40.90	\$ 42.12	\$ 41.00	\$ 42.23	\$ 43.50	C
PARTY CHIEF	III (N)	\$25.57	\$ 26.34	\$ 27.13	\$ 26.50	\$ 27.30	\$ 28.11	C
INSTRUMENT PERSON	II (N)	\$21.12	\$ 21.75	\$ 22.40	\$ 22.00	\$ 22.66	\$ 23.34	C
CADD Operator	II (N)	\$27.30	\$ 28.11	\$ 28.96	\$ 28.50	\$ 27.30	\$ 28.11	C
CADD Operator	I (N)	\$19.06	\$ 19.63	\$ 20.22	\$ 20.00	\$ 20.60	\$ 21.22	C

NOTE:

It shall be the ENGINEER'S responsibility to pay prevailing wage rates and supplements as required by the Labor Department, for services requiring such rates and supplements.

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

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll	
						Additive	Total
Party Chief	III (N)	\$40.01	\$41.51	\$25.57	\$15.94	\$1.43	\$17.37
Instrument Person	II (N)	\$36.74	\$38.24	\$21.12	\$17.13	\$1.54	\$18.68

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	Projected Benefit	Benefit Adjustment	Net Difference	Payroll	
						Additive	Total
Party Chief	III (N)	\$24.20	\$24.95	\$2.30	\$22.65	\$2.04	\$24.69
Instrument Person	II (N)	\$24.20	\$24.95	\$2.30	\$22.65	\$2.04	\$24.69

Staffing Table

PIN 2754.44 Three (3) Bridge Preventative Maintenance Sites for Oneida County

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Section 1	Section 2	Section 3	TOTAL HOURS	AVER. HOURLY RATE	DIRECT TECHNICAL LABOR
PRINCIPAL	IX (A)	0	0	0	0	\$ 73.50	0.00
PROJECT MANAGER	IV (A)	0	0	0	0	\$ 50.08	0.00
PROJECT ENGINEER	IV (A)	0	0	0	0	\$ 66.95	0.00
ENGINEER	III (A)	0	0	0	0	\$ 37.85	0.00
LAND SURVEYOR	III (N)	0	30	56	86	\$ 39.71	3,414.76
PARTY CHIEF	III (N)	0	77	0	77	\$ 25.57	1,969.27
INSTRUMENT PERSON	II (N)	0	77	0	77	\$ 21.12	1,625.86
CAD Operator	II (N)	0	98	72	170	\$ 27.30	4,640.15
CAD Operator	I (N)	0	14	0	14	\$ 19.06	266.77

424 \$ 11,916.80

Estimate of Direct Non-Salary Cost

PIN 2754.44 Three (3) Bridge Preventative Maintenance Sites for Oneida County

1. Travel	Site Visits:						
		6 trip to site @		200 miles each @	\$0.545 per mile	=	\$654.00
2. Records							\$150.00
3. Survey Personnel Costs							
Wage Differential				Hours @	Rate		
	Party Chief		III (N)	77	17.37		1,337.43
	Instrument Person		II (N)	77	18.68		1,438.07
		SUBTOTAL Wage Differential					<u>2,775.50</u>
Supplemental Benefits	Party Chief		III (N)	77	24.69		1,901.01
	Instrument Person		II (N)	77	24.69		1,901.01
		SUBTOTAL Supplemental Benefits					<u>3,802.03</u>
						Total =	<u>\$7,381.53</u>

PRUDENT ENGINEERING LLP

Summary

PIN 2754.44 Three (3) Bridge Preventative Maintenance Sites for Oneida County

Item IA, Direct Technical Salaries (estimated) subject to audit	\$ 11,916.80
Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$7,381.53
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	
Item III, Overhead @ 121% (estimated) subject to audit	\$ 14,419.33
Item IV, Fixed Fee (@ 11%) (non-negotiable)	\$ 3,302.96
Item II Direct Non-(Sub-Consultant Cost)	
Total Estimated Cost	<hr/> \$ 37,020.62



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

January 10, 2019

FN 2 19-118

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Attached is the Master Template for the 2019 Ditching Agreements that Oneida County intends to establish with various towns and the City of Rome to ditch County roads within their municipality. Also included is a chart outlining the breakdown of the payments for any of the municipalities that may indicate that they are interested in entering into the agreements.

Under the proposed Ditching Agreement, the municipalities will receive a maximum of \$340.00 per hour, not to exceed a total of \$13,600.00.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

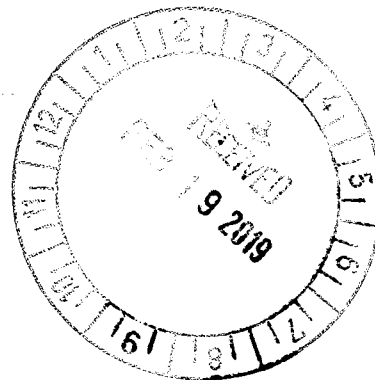
Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis
 Commissioner

DSD/mp

Enclosures



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

Anthony J. Picente, Jr.
 County Executive

Date 2-19-19

2019 Roadside Ditching Costs

Town	Hours	Rate Per Mile	Cost
ANNSVILLE	40	\$ 340.00	\$ 13,600.00
AUGUSTA	40	\$ 340.00	\$ 13,600.00
AVA	40	\$ 340.00	\$ 13,600.00
BOONVILLE	40	\$ 340.00	\$ 13,600.00
BRIDGEWATER	40	\$ 340.00	\$ 13,600.00
CAMDEN	40	\$ 340.00	\$ 13,600.00
DEERFIELD	40	\$ 340.00	\$ 13,600.00
FLORENCE	40	\$ 340.00	\$ 13,600.00
FLOYD	40	\$ 340.00	\$ 13,600.00
FORESTPORT	40	\$ 340.00	\$ 13,600.00
KIRKLAND	40	\$ 340.00	\$ 13,600.00
LEE	40	\$ 340.00	\$ 13,600.00
MARCY	40	\$ 340.00	\$ 13,600.00
MARSHALL	40	\$ 340.00	\$ 13,600.00
NEW HARTFORD	40	\$ 340.00	\$ 13,600.00
PARIS	40	\$ 340.00	\$ 13,600.00
REMSEN	40	\$ 340.00	\$ 13,600.00
ROME	40	\$ 340.00	\$ 13,600.00
SANGERFIELD	40	\$ 340.00	\$ 13,600.00
STEBEN	40	\$ 340.00	\$ 13,600.00
TRENTON	40	\$ 340.00	\$ 13,600.00
VERNON	40	\$ 340.00	\$ 13,600.00
VERONA	40	\$ 340.00	\$ 13,600.00
VIENNA	40	\$ 340.00	\$ 13,600.00
WESTERN	40	\$ 340.00	\$ 13,600.00
WESTMORELAND	40	\$ 340.00	\$ 13,600.00
WHITESTOWN	40	\$ 340.00	\$ 13,600.00
TOTAL:			\$ 367,200.00

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor Various Municipalities in Oneida County

Title of Activity or Service: Ditching County Roads

Proposed Dates of Operation: May 1, 2019 – December 1, 2019

Client Population/Number to be Served: Oneida County Residents and those who travel on Oneida County Roads

Summary Statements

- 1) Narrative Description of Proposed Services:** Participating Municipality to ditch along County Roads at a rate of up to \$340/hour, for up to a total of 40 hours, totaling an amount up to \$13,600
- 2) Program/Service Objectives and Outcomes:** N/A
- 3) Program Design and Staffing:** Participating Municipality Employees

Total Funding Requested: Up to \$13,600 per participating municipality. **Account #:** D5110.495

Oneida County Dept. Funding Recommendation: Up to \$13,600 per participating municipality.

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal.

DITCHING AGREEMENT 2019

THIS AGREEMENT, by and between the County of Oneida (hereinafter referred to as the “County”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and _____ (hereinafter referred to as the “Town”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____ (each a Party and collectively the “Parties”).

WHEREAS, the County proposes the Town perform roadside ditching on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Town Board of the Town has adopted a resolution accepting the proposal of the County and authorizing the Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

- 1.1 The term of this Agreement shall be from May 1, 2019, to December 1, 2019.
- 1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

2. SCOPE OF WORK

- 2.1 The Town shall ditch, trench, excavate and drain the right-of-way portions of County roads from within the geographical boundaries of the Town, or within designated areas as directed by the County (hereinafter referred to as the “Work”).
- 2.2 The Town shall remove, transport, and dispose of excess soil removed from said right-of-way portions of roads.
- 2.3 The Town shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.
- 2.4 The Town agrees to expend up to forty (40) hours of Work, for the term of this Agreement.

3. PERFORMANCE OF WORK

- 3.1 The Town shall secure and maintain safe Work sites and conditions in accordance with all applicable State and Federal law. In particular, the Town shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- 3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable Federal, State, County and Municipal laws, rules, ordinances and regulations.
- 3.3 The Town shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes.
- 3.4 The Town represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.5 The Town shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

4. PAYMENT

- 4.1 The County shall pay the Town for the Work, including its labor and equipment, at the following rates:
 - 4.1.1 Gradall, 2- single axle trucks, flag-person and operators \$275 per hour.
 - 4.1.2 Gradall, 1- tandem, 1-single axle trucks, flag-person and operators \$305 per hour.
 - 4.1.3 Gradall, 2- tandem axle trucks, flag-person and operators \$340 per hour.
 - 4.1.4 Backhoe, 2- tandem axle trucks, flag-person and operators \$300 per hour.
- 4.2 The County shall not pay more than \$13,600.00 to the Town during the term of this Agreement.
- 4.3 The County shall provide payment to the Town on a Work completed basis. The Town shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Town to complete the Work in order to receive payment.
- 4.4 The County shall have no liabilities to the Town other than the amount specified above.
- 4.5 The County shall not be liable for late fees or interest on late payments.
- 4.6 The County reserves the right to offset payment under this Agreement due to Town's failure to perform its obligations under this Agreement, or for damages to the County.

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

5. NON-ASSIGNMENT

5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

6.1 The Town may, at Town's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.

6.2 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.

6.3 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.

6.4 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement and all Exhibits.

7. INDEMNIFICATION

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

7.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. INSURANCE REQUIREMENTS

- 8.1 The Town shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. The Town shall maintain said CGL coverage for itself and the additional insured for the duration of the contract, and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.
- 8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.
- 8.5 Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- 8.6 Waiver of Subrogation: The Town waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Town of any of the insurance requirements, nor decrease the

liability of the Town. The County reserves the right to require the Town to provide insurance policies for review by the County. The Town grants the County a limited power of attorney to communicate with the Town's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. INDEPENDENT CONTRACTOR STATUS

- 9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Town and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, not but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.
- 9.2 The County shall not make any withholding from payments for taxes or any other obligations. The Town shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Town shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

10. TERMINATION

- 10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.
- 10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the other. This provision should not be understood as waiving the County's

right to terminate this Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.

- 10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

11. CHOICE OF LAW AND FORUM

- 11.1 This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 11.2 Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

- 12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

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

14. ENTIRE AGREEMENT

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

15. INCORPORATION BY REFERENCE

- 15.1 The Addendum - Standard Oneida County Conditions is attached hereto as **EXHIBIT A**, and is deemed incorporated into this Agreement whether or not actually attached hereto.

16. NON-WAIVER

- 16.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

- 17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.
- 17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.
- 17.3 The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar term, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

- 18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

- 19.1 The Town’s signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Town’s signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF _____

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

By: _____
Name
Town Supervisor

Date: _____

Date: _____

By: _____
Dennis S. Davis, Commissioner
Oneida County DPW

By: _____
Name
Highway Superintendent

Date: _____

Date: _____

APPROVED

By: _____
Linda Bylica Lark, Esq.
Assistant County Attorney

Date: _____

EXHIBIT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. 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 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

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

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



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

February 8, 2019

EX 20 19-119

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

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

The attached Change Order is the second amendment to the engineering services contract for the Hawkinsville Road Bridge project.

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 was awarded \$630,000 (\$585,500 federal/\$31,500 Local) for rehabilitation of the Hawkinsville Road Bridge over Black River in the Town of Boonville

Oneida County contracted with C&S Engineers, Inc., to prepare plans and specifications. Design services have been completed and it is necessary to secure construction inspection and administration services. The Department of Public Works negotiated a proposed contract Change Order #2 with C&S Engineers, Inc. to provide construction inspection and administration services for a lump sum fee of \$188,000.00. On October 24, 2018 this proposal was accepted by the Oneida County Board of Acquisition and Contract. A fee summary follows.

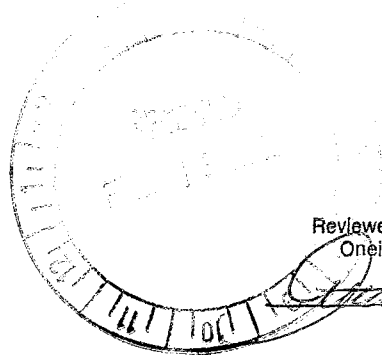
Original Contract Fee:	\$139,000.00	
Change Order 1 Fee:	\$16,510.73	(additional design services)
Proposed Change Order 2 Fee:	\$188,000.00	(construction inspection services)
Proposed Contract Fee:	\$343,510.73	(\$326,335.20 Federal/\$17,175.53 County)

If acceptable, please forward the enclosed change order to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner



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

Anthony J. Picente, Jr.
 County Executive

Date 2-19-19

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	C&S Engineers, Inc. 499 Col. Eileen Collins Blvd. Syracuse, NY 13212
Title of Activity of Service:	Hawkinsville Road Bridge Rehabilitation Professional Consulting Services Change Order No. 2
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:

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 was awarded \$630,000 (\$585,500 federal/\$31,500 Local) for rehabilitation of the Hawkinsville Rd. Bridge over Black River in the Town of Boonville.

Oneida County contracted with C&S Engineers, Inc., to prepare plans and specifications. Design services have been completed and it is necessary to secure construction inspection and administration services. The Department of Public Works negotiated a proposed contract Change Order #2 with C&S Engineers to provide construction inspection and administration services for a lump sum fee of \$188,000.00. On October 24, 2018 this proposal was accepted by the Oneida County Board of Acquisition and Contract.

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-557
Total Funding Requested:	\$343,510.73
Oneida County Dept. Funding Recommendation:	\$343,510.73
Proposed Funding Sources	Federal: \$326,335.20
	State:
	County: \$17,175.53
	Other:

Past Performance Data: N/A

O.C. Department Staff Comments: None

Consultant Contract No.: 17893
NYSDOT Project No.: PIN 2754.35
Project Name: Hawkinsville Rd. over Black R.
Change Order No.: 2
Effective Date: October 24, 2018

CHANGE ORDER

This Change Order modifies the Consulting Services Agreement entered into this 28th day of June, 2017 between Oneida County ("CLIENT") and C&S Engineers, Inc. ("CONSULTANT") as follows:

1. **Change in Services:** The CLIENT and the CONSULTANT have entered into a Consultant Agreement for Engineering Services, dated June 28, 2017, (the "Agreement"), for the undertaking of the above-titled project. The CLIENT and the CONSULTANT agree to further amend said Agreement with this Change Order No. 2 in accordance with the following amendments:
 - 1.1. The parties hereby agree that the maximum amount payable under the Agreement, including profit, be increased from \$155,510.73 to \$343,510.73.
 - 1.2. Attachment "A" attached hereto is added to and made part of the Agreement.
 - 1.3. Attachment "B" attached hereto is added to and made part of the Agreement.
 - 1.4. Attachment "C" entitled "Specific Hourly Rate Method for Construction Inspection Supplement to Agreement" attached hereto is added to and made part of this Agreement.
2. **Change in time of Performance** (attach schedule if appropriate):
 - 2.1. No Change.
3. **Change in CONSULTANT's Compensation:**
 - 3.1. Maximum amount payable increased to \$343,510.73.

All other terms and conditions remain unchanged.

CLIENT

CONSULTANT

Signature

Signature

Anthony J. Picente Jr., Oneida County Executive

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

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date 1.30.19

Approved As To Form

Linda B. Lark, Assistant County Attorney

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding
Consultant Services

PIN: 2754.35

Term of Agreement
Ends: December 31, 2019

Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction & C/I

Dates or term of Consultant Performance:

Start Date: January 1, 2019

Project Completion Date (Construction): August 30, 2019

Contract Term End Date: December 31, 2019

PROJECT DESCRIPTION:

This Supplemental Agreement is for additional Construction Administration and Inspection Services for the construction of "Hawkinsville Road over Black River."

Project Location:

Hawkinsville Road over Black River, Oneida County.

Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.

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:

\$188,000.00

Attachment "B" SCOPE OF SERVICES

C&S ENGINEERS, INC. & COUNTY OF ONEIDA

This Supplemental Consultant Agreement No. 2 covers construction inspection services for construction of the Project set forth in the design documents prepared by C&S Engineers, Inc., for the County of Oneida, New York

Section 1 - General

1.01 Project Description and Location

Project Name: Hawkinsville Road over Black River
PIN: 2754.35

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 8	Construction Support
Section 9	Construction Inspection
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, 8, 9 and 10.

1.05 Project Familiarization

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.

- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 **Cost and Progress Reporting**

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the *Cost Control Report*. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 **Policy and Procedures**

- The tasks defined for the construction phase of this project will be progressed in accordance with the current version of the *NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

Compliance with documents

All services must conform to current versions of the following documents, as applicable. Where necessary, the Consultant will obtain either the full document or guidance extracted from it.

- The approved Design Approval Document, and the Bid Documents
- NYSDOT Construction Manuals, approved lists, and approved materials.

Compliance with Environmental Laws, Regulations, and Permits

All services must comply with the requirements of applicable state and federal environmental laws, regulations, and policy. Applicable laws, regulations, and policies are per the Bid Documents for the Project.

1.09 **Standards & Specifications**

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 **Subconsultants**

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYS DOT PLAFAP Manual*.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction observation services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing

detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

For all construction inspection agreements, all technician personnel shall be identified by the corresponding National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

<u>NICET LEVEL</u>	<u>NICET CODE</u>	<u>NICET WORK ELEMENT</u>
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **acceptable**, approve all structural **shop drawings**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All **project records** must be cataloged, indexed, **packaged**, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in

the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database.

Section 10 - Estimating and Technical Assumptions

[NOTE: Use this section to list all pertinent information to help define the work to be performed by the Consultant. A list of assumptions has been included, but this list should not be viewed as an all-inclusive list or as a limit as to what can/should be included. Once the Scope of Services is prepared, and agreed upon and understood by both the Consultant and the Sponsor, effort (hours) and cost negotiations can be completed.]

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate Four (4) meetings during the life of this Agreement, in addition to routine progress meetings held on-site and attended by the Resident Engineer.
Estimate Five (5) cost and progress reporting periods will occur during the life of this agreement.

Section 8 Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Providing assistance in construction bid proceedings.
- Analysis of bids.
- Review of shop drawings (if necessary).

Estimate four (4) requests that require effort will be made during the construction phase of the project.

Section 9 Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of as-built plans.

Estimate construction will begin on May 1, 2019 and will be completed by September 30, 2019.

10.02 Technical Assumptions

- Construction duration will be four (4) months with no allowance for project shutdown.

Staffing during active construction will be based on the following averages:

Title	Regular Hours	OT Hours	Duration/Notes
Resident Engineer or Chief Inspector	176/mo	44/mo 22/mo	Two (2) months, peak construction Two (2) months

Costs for Construction Inspection Services during actual construction that are outside the above noted window will be borne by the **Contractor** and be paid through liquidated damages and engineering charges and/or agreement amendment supported by the **Municipality**.

- ALL record keeping will be according to MURK with the use of Appia Construction Administration Software, including materials approvals.
- The Construction Inspection Services will be performed to determine general conformity with the Contract Documents. The **Contractor** is ultimately and solely responsible for the quality and the timeliness of the constructed Project.
- A full-time Resident Engineer will be assigned by the **Consultant** for the duration of the Project.
- **Contractor** hours are estimated at 9 hours per day/ average.

Attachment C

<input checked="" type="checkbox"/> 3.2 Specific Hourly Rate Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	Specific Hourly rates of pay shown in Attachment C for employees assigned to this PROJECT. The Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.	Rates in Attachment C	<ul style="list-style-type: none"> ■ The CONSULTANT shall be paid in monthly progress payments based upon the rate schedule in Attachment C and actual allowable Direct NonSalary costs incurred. ■ Bills are subject to approval of the Municipality and Municipality's Representative.
Item II	<ul style="list-style-type: none"> ■ Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<ul style="list-style-type: none"> ■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. ■ 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. ■ For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed <u>\$20,491.60</u>. 	
ITEM III	<ul style="list-style-type: none"> ■ Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality. 	Salvage value	
ITEM IV	Maximum Amount Payable under this Method 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.	The Maximum Amount Payable under this Method shall be <u>\$188,000.00</u> .	

Attachment C, Page 1
Summary

C&S Engineers, Inc.
Hawkinsville Road over Black River
Oneida County
PIN 2754.35

	<u>CONST.</u> <u>SUPPORT</u> <u>SECTION 1</u> <u>SECTION 8</u>	<u>CONST.</u> <u>INSPECTION</u> <u>SECTION 9</u>	<u>Total</u>
Item IA, Specific Hourly Rates Straight Time (estimated) Hours Subject to Audit	\$ 19,433.80	\$ 132,667.70	\$ 152,101.50
Item IA, Specific Hourly Rates Overtime (estimated) Hours Subject to Audit	\$ -	\$ 15,321.77	\$ 15,321.77
Item II, Direct Non-Salary Cost (estimated) Subject to Audit	\$ -	\$ 479.60	\$ 479.60
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Contractor Cost)	\$ -	\$ 6,012.00	\$ 6,012.00
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Consultant Cost)	\$ -	\$ 14,000.00	\$ 14,000.00
Item III, Goods Purchased Under this Project to Become Property of Municipality	\$ -	\$ -	\$ -
ITEM IV Total Estimated Cost	===== \$ 19,433.80	===== \$ 168,481.06	===== \$ 187,914.86
		TOTAL COST NOT TO EXCEED	\$ 188,000.00

II FIRM'S FIRST FISCAL YEAR	PROJECTED	OVERHEAD	FIXED	PAYROLL	MAX
II CONTRACT D# _____	RATE	RATE	FEE	ADDITIVE	HOURLY
	Column T	Column U	Column V	Column W	RATE
II SPECIFIC HOURLY RATE COMPONENTS (DESIGN OH)	1.0300	1.710	0.11	0.090	73.50
II SPECIFIC HOURLY RATE COMPONENTS (CI OH)		1.320			

EXHIBIT C, PAGE 2
 SPECIFIC HOURLY RATES
 C&S ENGINEERS, INC.
 January 1, 2018 - December 31, 2018 (Firm's fiscal year)

II JOB TITLES	II ASCE (A) OR II NICET (N) II GRADE	II AVERAGE HOURLY RATES		II OVERHEAD	II FEE	II STRAIGHT TIME	II OVERTIME RATE	II NIGHT WORK RATE	II OVERTIME CATEGORY	II OFFICE/ FIELD
		II PRESENT (month/yr)	II PROJECTED (month/yr)							
II Service Group Manager	VIII (A)	76.00	73.50	125.69	16.17	215.36	0.00	N/A	A	OFFICE
II Department Manager	VII (A)	57.68	59.41	101.59	13.07	174.07	0.00	N/A	A	OFFICE
II Senior Project Engineer	V (A)	43.79	45.10	77.12	9.92	132.14	132.14	N/A	B	OFFICE
II Project Engineer	IV (A)	36.37	37.46	64.06	8.24	109.76	109.76	N/A	B	OFFICE
II Engineer	III (A)	30.40	31.31	53.54	6.89	91.74	91.74	N/A	B	OFFICE
II Staff Engineer	II/I (A)	27.10	27.91	47.73	6.14	81.78	81.78	N/A	B	OFFICE
II Design Technician	III (N)	27.57	28.40	48.56	6.25	83.21	98.97	N/A	D	OFFICE
II Designer	III (N)	24.90	25.65	43.86	5.64	75.15	89.39	N/A	D	OFFICE
II Senior Construction Supervisor	IV (N)	59.75	61.54	105.23	13.54	180.31	0.00	N/A	A	OFFICE
II Construction Supervisor	IV (N)	39.00	40.17	68.69	8.84	117.70	0.00	N/A	A	OFFICE
II Senior Project Manager	IV (N)	48.67	50.13	85.72	11.03	146.88	0.00	N/A	A	OFFICE
II Project Manager	IV (N)	48.00	49.44	84.54	10.88	144.86	0.00	N/A	A	OFFICE
II Resident Engineer	IV (N)	43.08	44.37	75.87	9.76	130.00	130.00	N/A	C	OFFICE
II Chief Inspector	IV/III (N)	38.51	39.67	67.84	8.73	116.24	116.24	N/A	C	OFFICE
II Senior Inspector	III (N)	36.97	38.08	65.12	8.38	111.58	132.71	N/A	D	OFFICE
II Inspector	II (N)	30.50	31.42	53.73	6.91	92.06	109.50	N/A	D	OFFICE
II Technical Typist / Senior Technical	N/A	26.12	26.90	46.00	5.92	78.82	93.75	N/A	D	OFFICE
II Service Group Manager	VIII (A)	76.00	73.50	97.02	16.17	186.69	0.00	N/A	A	FIELD
II Department Manager	VII (A)	57.68	59.41	78.42	13.07	150.90	0.00	N/A	A	FIELD
II Senior Construction Supervisor	IV (N)	59.75	61.54	81.23	13.54	156.31	0.00	N/A	A	FIELD
II Construction Supervisor	IV (N)	39.00	40.17	53.02	8.84	102.03	0.00	N/A	A	FIELD
II Senior Project Manager	IV (N)	48.67	50.13	66.17	11.03	127.33	0.00	N/A	A	FIELD
II Project Manager	IV (N)	48.00	49.44	65.26	10.88	125.58	0.00	N/A	A	FIELD
II Resident Engineer	IV (N)	43.08	44.37	58.57	9.76	112.70	112.70	117.63	C	FIELD
II Chief Inspector	IV/III (N)	38.51	39.67	52.36	8.73	100.76	100.76	105.16	C	FIELD
II Senior Inspector	III (N)	36.97	38.08	50.27	8.38	96.73	117.86	100.95	D	FIELD
II Inspector	II (N)	30.50	31.42	41.47	6.91	79.80	97.24	83.29	D	FIELD
II Technical Typist / Senior Technical	N/A	26.12	26.90	35.51	5.92	68.33	83.26	71.31	D	FIELD

II NOTES:
 II OVERTIME POLICY: Time and a half for excess of 8 hours in a work day.
 II
 II Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.
 II Category A - No overtime compensation.
 II Category B - overtime compensated at straight time rate over 40 billable hours
 II Category C - overtime compensated at straight time
 II Category D - overtime compensated at straight time rate x 1.50
 II Overtime applies to hours worked in excess of the 40 hours per week
 II NIGHT WORK POLICY:
 II Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work
 II is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity,
 II compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but
 II not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has
 II a policy to pay a night shift differential.
 II RATES:
 II Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.

II FIRM'S SECOND FISCAL YEAR	PROJECTED	OVERHEAD	FIXED	PAYROLL	MAX
II CONTRACT D# _____	RATE	RATE	FEE	ADDITIVE	HOURLY
II					RATE
II SPECIFIC HOURLY RATE COMPONENTS (DESIGN OH)	1.0609	1.700	0.11	0.090	73.50
II SPECIFIC HOURLY RATE COMPONENTS (CI OH)		1.320			

EXHIBIT C, PAGE 3
 SPECIFIC HOURLY RATES
 C&S ENGINEERS, INC.
 January 1, 2019 - December 31, 2019 (Firm's fiscal year)

II JOB TITLES	II ASCE (A) OR NICET (N) GRADE	II AVERAGE HOURLY RATES				II STRAIGHT TIME	II OVERTIME RATE	II NIGHT WORK RATE	II OVERTIME CATEGORY	II OFFICE/ FIELD
		II PRESENT (month/yr)	II PROJECTED (month/yr)	II OVERHEAD	II FEE					
II Service Group Manager	VIII (A)	76.00	73.50	124.95	16.17	214.62	0.00	N/A	A	OFFICE
II Department Manager	VII (A)	57.68	61.19	104.02	13.46	178.67	0.00	N/A	A	OFFICE
II Senior Project Engineer	V (A)	43.79	46.46	78.98	10.22	135.66	135.66	N/A	B	OFFICE
II Project Engineer	IV (A)	36.37	38.58	65.59	8.49	112.66	112.66	N/A	B	OFFICE
II Engineer	III (A)	30.40	32.25	54.83	7.10	94.18	94.18	N/A	B	OFFICE
II Staff Engineer	II/I (A)	27.10	28.75	48.88	6.33	83.96	83.96	N/A	B	OFFICE
II Design Technician	III (N)	27.57	29.25	49.73	6.44	85.42	101.65	N/A	D	OFFICE
II Designer	III (N)	24.90	26.42	44.91	5.81	77.14	91.81	N/A	D	OFFICE
II Senior Construction Supervisor	IV (N)	59.75	63.39	107.76	13.95	185.10	0.00	N/A	A	OFFICE
II Construction Supervisor	IV (N)	39.00	41.38	70.35	9.10	120.83	0.00	N/A	A	OFFICE
II Senior Project Manager	IV (N)	48.67	51.63	87.77	11.36	150.76	0.00	N/A	A	OFFICE
II Project Manager	IV (N)	48.00	50.92	86.56	11.20	148.68	0.00	N/A	A	OFFICE
II Resident Engineer	IV (N)	43.08	45.70	77.69	10.05	133.44	133.44	N/A	C	OFFICE
II Chief Inspector	IV/III (N)	38.51	40.86	69.46	8.99	119.31	119.31	N/A	C	OFFICE
II Senior Inspector	III (N)	36.97	39.22	66.67	8.63	114.52	136.29	N/A	D	OFFICE
II Inspector	II (N)	30.50	32.36	55.01	7.12	94.49	112.45	N/A	D	OFFICE
II Technical Typist / Senior Technical	N/A	26.12	27.71	47.11	6.10	80.92	96.30	N/A	D	OFFICE
II Service Group Manager	VIII (A)	76.00	73.50	97.02	16.17	186.69	0.00	N/A	A	FIELD
II Department Manager	VII (A)	57.68	61.19	80.77	13.46	155.42	0.00	N/A	A	FIELD
II Senior Construction Supervisor	IV (N)	59.75	63.39	83.67	13.95	161.01	0.00	N/A	A	FIELD
II Construction Supervisor	IV (N)	39.00	41.38	54.62	9.10	105.10	0.00	N/A	A	FIELD
II Senior Project Manager	IV (N)	48.67	51.63	68.15	11.36	131.14	0.00	N/A	A	FIELD
II Project Manager	IV (N)	48.00	50.92	67.21	11.20	129.33	0.00	N/A	A	FIELD
II Resident Engineer	IV (N)	43.08	45.70	60.32	10.05	116.07	116.07	121.15	C	FIELD
II Chief Inspector	IV/III (N)	38.51	40.86	53.94	8.99	103.79	103.79	108.32	C	FIELD
II Senior Inspector	III (N)	36.97	39.22	51.77	8.63	99.62	121.39	103.97	D	FIELD
II Inspector	II (N)	30.50	32.36	42.72	7.12	82.20	100.16	85.79	D	FIELD
II Technical Typist / Senior Technical	N/A	26.12	27.71	36.58	6.10	70.39	85.77	73.46	D	FIELD

II NOTES:
 II OVERTIME POLICY: Time and a half for excess of 8 hours in a work day.
 II
 II Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.
 II Category A - No overtime compensation.
 II Category B - overtime compensated at straight time rate over 40 billable hours
 II Category C - overtime compensated at straight time
 II Category D - overtime compensated at straight time rate x 1.50
 II Overtime applies to hours worked in excess of the 40 hours per week
 II NIGHT WORK POLICY:
 II Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work
 II is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity,
 II compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but
 II not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has
 II a policy to pay a night shift differential.
 II RATES:
 II Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.

II FIRM'S THIRD FISCAL YEAR	PROJECTED	OVERHEAD	FIXED	PAYROLL	MAX
II CONTRACT D# _____	RATE	RATE	FEE	ADDITIVE	HOURLY
II					RATE
II SPECIFIC HOURLY RATE COMPONENTS (DESIGN OH)	1.0927	1.700	0.11	0.090	73.50
II SPECIFIC HOURLY RATE COMPONENTS (CI OH)		1.320			

EXHIBIT C, PAGE 4
 SPECIFIC HOURLY RATES
 C&S ENGINEERS, INC.
 January 1, 2020 - December 31, 2020 (Firm's fiscal year)

II JOB TITLES	II ASCE (A) OR II NICET (N) II GRADE	II AVERAGE HOURLY RATES				II STRAIGHT II TIME	II OVERTIME II RATE	II NIGHT WORK II RATE	II OVERTIME II CATEGORY	II OFFICE/ II FIELD
		II PRESENT II (month/yr)	II PROJECTED II (month/yr)	II OVERHEAD	II FEE					
II Service Group Manager	VIII (A)	76.00	73.50	124.95	16.17	214.62	0.00	N/A	A	OFFICE
II Department Manager	VII (A)	57.68	63.03	107.15	13.87	184.05	0.00	N/A	A	OFFICE
II Senior Project Engineer	V (A)	43.79	47.85	81.35	10.53	139.73	139.73	N/A	B	OFFICE
II Project Engineer	IV (A)	36.37	39.74	67.56	8.74	116.04	116.04	N/A	B	OFFICE
II Engineer	III (A)	30.40	33.22	56.47	7.31	97.00	97.00	N/A	B	OFFICE
II Staff Engineer	II/I (A)	27.10	29.61	50.34	6.51	86.46	86.46	N/A	B	OFFICE
II Design Technician	III (N)	27.57	30.13	51.22	6.63	87.98	104.70	N/A	D	OFFICE
II Designer	III (N)	24.90	27.21	46.26	5.99	79.46	94.56	N/A	D	OFFICE
II Senior Construction Supervisor	IV (N)	59.75	65.29	110.99	14.36	190.64	0.00	N/A	A	OFFICE
II Construction Supervisor	IV (N)	39.00	42.62	72.45	9.38	124.45	0.00	N/A	A	OFFICE
II Senior Project Manager	IV (N)	48.67	53.18	90.41	11.70	155.29	0.00	N/A	A	OFFICE
II Project Manager	IV (N)	48.00	52.45	89.17	11.54	153.16	0.00	N/A	A	OFFICE
II Resident Engineer	IV (N)	43.08	47.07	80.02	10.36	137.45	137.45	N/A	C	OFFICE
II Chief Inspector	IV/III (N)	38.51	42.08	71.54	9.26	122.88	122.88	N/A	C	OFFICE
II Senior Inspector	III (N)	36.97	40.40	68.68	8.89	117.97	140.39	N/A	D	OFFICE
II Inspector	II (N)	30.50	33.33	56.66	7.33	97.32	115.82	N/A	D	OFFICE
II Technical Typist / Senior Technical	N/A	26.12	28.54	48.52	6.28	83.34	99.18	N/A	D	OFFICE

II Service Group Manager	VIII (A)	76.00	73.50	97.02	16.17	186.69	0.00	N/A	A	FIELD
II Department Manager	VII (A)	57.68	63.03	83.20	13.87	160.10	0.00	N/A	A	FIELD
II Senior Construction Supervisor	IV (N)	59.75	65.29	86.18	14.36	165.83	0.00	N/A	A	FIELD
II Construction Supervisor	IV (N)	39.00	42.62	56.26	9.38	108.26	0.00	N/A	A	FIELD
II Senior Project Manager	IV (N)	48.67	53.18	70.20	11.70	135.08	0.00	N/A	A	FIELD
II Project Manager	IV (N)	48.00	52.45	69.23	11.54	133.22	0.00	N/A	A	FIELD
II Resident Engineer	IV (N)	43.08	47.07	62.13	10.36	119.56	119.56	124.78	C	FIELD
II Chief Inspector	IV/III (N)	38.51	42.08	55.55	9.26	106.89	106.89	111.56	C	FIELD
II Senior Inspector	III (N)	36.97	40.40	53.33	8.89	102.62	125.04	107.10	D	FIELD
II Inspector	II (N)	30.50	33.33	44.00	7.33	84.66	103.16	88.36	D	FIELD
II Technical Typist / Senior Technical	N/A	26.12	28.54	37.67	6.28	72.49	88.33	75.66	D	FIELD

II NOTES:

II OVERTIME POLICY: Time and a half for excess of 8 hours in a work day.

II

II Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

II Category A - No overtime compensation.

II Category B - overtime compensated at straight time rate over 40 billable hours

II Category C - overtime compensated at straight time

II Category D - overtime compensated at straight time rate x 1.50

II Overtime applies to hours worked in excess of the 40 hours per week

II NIGHT WORK POLICY:

II Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work

II is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity,

II compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but

II not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has

II a policy to pay a night shift differential.

II RATES:

II Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.

Attachment C, Page 4
 Estimate of Direct Non-Salary Costs - Construction Inspection

C&S Engineers, Inc.
Hawkinsville Road over Black River
Oneida County
PIN 2754.35

DIRECT NON-SALARY COSTS

1. Travel, Lodging and Subsistence (on site mileage)						
Per Diem		0 days @	35.00 per day			\$0.00
Man Months	Days/Month	Miles/Day				
4 x	22 x	10 x	\$ 0.545 =			\$479.60
Total for Travel, Lodging & Subsistence						\$479.60
2. Owner's Protective Insurance						\$0.00
3. Expendible Equipment and Miscellaneous Expenses						\$0.00
TOTAL DIRECT NON-SALARY COST						\$479.60

DIRECT SUB-CONTRACTOR COSTS

4. Materials Testing (Estimated)						
	<u>Amt.</u>	<u>Price</u>	<u>Total</u>			
Technician (Soil, Concrete, Asphalt) - per day charge	8	\$ 400.00	\$ 3,200.00			
Concrete Cylinder Testing - per cylinder charge	72	\$ 16.00	\$ 1,152.00			
Compaction Testing - per day charge	6	\$ 60.00	\$ 360.00			
Soil Source Approval - per occurrence	1	\$ 1,300.00	\$ 1,300.00			
	0	\$ -	\$ -			
<i>Concrete and Asphalt In-Plant Inspection by NYSDOT</i>		\$ -	\$ -			
			\$ 6,012.00			
Total for Materials Testing						\$6,012.00
TOTAL DIRECT SUB-CONTRACTOR COST						\$6,012.00

DIRECT SUB-CONSULTANT COST

1. Steel In-Plant Inspection	\$14,000.00
2.	
3.	
TOTAL DIRECT SUB-CONSULTANT COST	\$14,000.00

GOODS PURCHASED UNDER THIS PROJECT TO BECOME PROPERTY OF MUNICIPALITY

1.	\$0.00
2.	
3.	
TOTAL GOODS COST	\$0.00

LABOR DETAIL
SECTION 1 - GENERAL / SECTION 8 - CONSTRUCTION SUPPORT

PAGE 1



C&S Engineers, Inc.
Hawkinsville Road over Black River
Oneida County
PIN 2754.35

JOB TITLES	ASCE (A) OR NICET (N) GRADE	2018 1C SUBCONTRACTORS	1A PROJECT FAMILIARIZATION	1B COST & PROG REPORTING	8A SHOP DRAWINGS	8B QUESTIONS & REFS *	8C RECORD PLANS	(1)	(2)	(3)	(4)	(5)	(6)
Service Group Manager	VII (A)							0	\$ 174.07	\$ -	\$ -	\$ -	\$ -
Department Manager	V (A)							24	\$ 132.14	\$ 3,171.41	\$ -	\$ -	\$ -
Senior Project Engineer	IV (A)				16	8		80	\$ 109.76	\$ 8,780.90	\$ -	\$ -	\$ -
Project Engineer	III (A)				64	16		0	\$ 91.74	\$ -	\$ -	\$ -	\$ -
Staff Engineer	II (A)							0	\$ 81.78	\$ -	\$ -	\$ -	\$ -
Design Technician	II (N)							0	\$ 83.21	\$ -	\$ -	\$ -	\$ -
Designer	III (N)						12	12	\$ 75.15	\$ 901.84	\$ -	\$ -	\$ -
Senior Construction Supervisor	IV (N)		8	12	6			26	\$ 180.31	\$ 4,688.03	\$ -	\$ -	\$ -
Construction Supervisor	IV (N)							0	\$ 117.70	\$ -	\$ -	\$ -	\$ -
Senior Project Manager	IV (N)							0	\$ 146.88	\$ -	\$ -	\$ -	\$ -
Project Manager	IV (N)							0	\$ 144.86	\$ -	\$ -	\$ -	\$ -
Resident Engineer	IV (N)							0	\$ 130.00	\$ -	\$ -	\$ -	\$ -
Chief Inspector	IV/III (N)							0	\$ 116.24	\$ -	\$ -	\$ -	\$ -
Senior Inspector	III (N)							0	\$ 111.58	\$ -	\$ -	\$ -	\$ -
Inspector	II (N)							0	\$ 92.06	\$ -	\$ -	\$ -	\$ -
Technical Typist / Senior Technical Admin	N/A							24	\$ 78.82	\$ 1,891.63	\$ -	\$ -	\$ -
TOTALS								166	0	\$19,433.80	\$0.00	\$0.00	\$19,433.80

NOTES:
 * Assume four events that require major effort
 ** Overtime Hours
 (1) Total Hours (straight time)
 (2) Total Hours (overtime)
 (3) Projected Specific Hourly Rate (straight time rate)
 (4) Projected Specific Hourly Rate (overtime rate)
 (5) Specific Hourly Rates (straight time)
 (6) Specific Hourly Rates (overtime)

LABOR DETAIL
SECTION 9 - CONSTRUCTION INSPECTION



C&S Engineers, Inc.
Hawkinsville Road over Black River
Oneida County
PIN 2754.35

JOB TITLES	ASCE (A) OR NICET (N) GRADE	2019												(1)	(2)	(3)	(4)	(5)	(6)	
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC							
		ASSUME 120 DAY CONSTRUCTION DURATION INCLUDING STARTUP AND CLOSOUT																		
Service Group Manager	VIII (A)														0		\$ 186.69			
Department Manager	VII (A)														0		\$ 155.42			
Senior Construction Supervisor	IV (N)			16	32	32	32	32	16	160							\$ 161.01	\$ 25,760.93		
Construction Supervisor	IV (N)									0							\$ 105.10			
Senior Project Manager	IV (N)									0							\$ 131.14			
Project Manager	IV (N)									0							\$ 129.33			
Resident Engineer **	IV (N)			40	176	176	176	80	824								\$ 116.07	\$ 95,644.98		
Resident Engineer **	IV (N)			22	44	44	22	132		132							\$ 116.07	\$ 15,321.77		
Chief Inspector	IV/III (N)								0								\$ 103.79			
Chief Inspector **	IV/III (N)								0								\$ 116.07			
Senior Inspector	III (N)								0								\$ 99.62			
Senior Inspector **	III (N)								0								\$ 121.39			
Inspector	II (N)								0								\$ 82.20			
Inspector **	II (N)								0								\$ 100.16			
Technical Typist / Senior Technical Admin **	N/A			16	32	32	32	16	160								\$ 70.39	\$ 11,261.79		
Technical Typist / Senior Technical Admin **	N/A								0								\$ 85.77			
		TOTALS												1,276	132		\$132,667.70		\$15,321.77	

NOTES:

- ** Overtime Hours
- (1) Total Hours (straight time)
- (2) Total Hours (overtime)
- (3) Projected Specific Hourly Rate (straight time rate)
- (4) Projected Specific Hourly Rate (overtime rate)
- (5) Specific Hourly Rates (straight time)
- (6) Specific Hourly Rates (overtime)

TOTAL SALARIES - OVERTIME (2019) \$15,321.77

TOTAL SALARIES - STRAIGHT TIME (2019) \$132,667.70

TOTAL SALARIES - OVERTIME \$15,321.77

TOTAL SALARIES - STRAIGHT TIME \$132,667.70



CONSTRUCTION MANAGEMENT PLAN
PIN 2754.35
REHABILITATION OF HAWKINSVILLE RD BRIDGE (BIN 3310460)
OVER BLACK RIVER, ONEIDA COUNTY, NY

REV	DATE	DESCRIPTION
0	10.8.18	Initial Submittal
1		
2		
3		
4		

I. Supervision of Project:

A. Roles and Responsibilities

Throughout this document the following terms are used:

Sponsor – Oneida County
Consultant – C&S Engineers, Inc.

Responsible Local Official (RLO)

The Responsible Local Official shall be the County Department of Public Works, unless otherwise defined in this document.

Construction Supervisor (Consultant Project Manager)

Plans and coordinates all field inspection activities, supervises the inspection force and reviews project records to ensure compliance with contract drawings and specifications. Reviews and submits required change orders, progress payments to the contractor, and NYSDOT weekly inspection reports. Responds to various problems encountered during construction. The Construction Supervisor acts as a liaison between the Sponsor, NYSDOT, and Contractor. The Construction Supervisor conducts pre-construction meetings, project coordination meetings, and final inspections.

Resident Engineer / Chief Inspector – Minimum NICET III or Equivalent Experience

The Chief Inspector shall monitor the execution and progress of the project. (S)he shall be responsible for maintaining the project records in conformance with the New York State Manual of Uniform Record Keeping for Federal Aid Projects. (S)he shall be responsible for ensuring conformance with the contract plans and specifications. (S)he will develop and document estimates of completed work and prepare contractor payment requisitions. (S)he shall monitor daily construction activities of the contractor for conformance with the



contract plans and specifications; take measurements of all unit price items and compute areas and volumes of completed work; and monitor the execution of the project's maintenance and protection of traffic plan to assure the Contractor adheres to the contract requirements. In addition, (s)he will act as a liaison between the Sponsor and Contractor. The Chief Inspector shall incorporate such Office Engineer responsibilities (s)he deems necessary for the function of the project, or shall delegate those responsibilities to the appropriate project staff.

The Chief Inspector will also be responsible for conducting progress meetings (weekly or biweekly depending on activities), as well as preparation and distribution of minutes.

Senior Technical Administrator

The senior technical administrator shall assist the construction manager and chief inspector by providing clerical and administrative support. Administrator answers solely to the construction manager and chief inspector. The technical administrator is not a site inspector and does not direct the contractor. Administrative tasks are on a part-time, as needed basis and support efforts are limited to times deemed necessary to ensure proper maintenance of contract files and documentation.

The project will be staffed by one full time Resident/Chief Inspector. Supplemental staffing for the project will be provided by a part time senior technical administrator. The Construction Supervisor will be a Professional Engineer (PE) in the State of New York.

1. Specific Inspection Force Duties

Chief Inspector

The Chief Inspector for this project shall perform the following duties:

Maintain project records consistent with the New York State Manual of Uniform Record Keeping on Federal Aid Projects, as well as the provisions of the NYSDOT Standard Specifications and the Project Proposal Book, including Office Engineer tasks, which consist of:

- Engineer's Daily Diary in Appia
- Daily Inspectors Logs in Appia
- Materials Acceptance Records in Appia
- Materials Test Record Book
- Project Photo Book
- Lost Time Record Book
- Final Estimate Summary Book
- As-Built (Record) Plans
- The Chief Inspector shall prepare weekly NYSDOT inspection reports and submit to the NYSDOT and the Sponsor; conduct wage rate interviews and monitor contractor and subcontractor payrolls for contract compliance by spot checking payrolls to contract proposal wage rates.

- Prepare monthly estimates for progress payments to contractors.
- Review inspector's reports.
- EEO monitoring of contractor workforce per requirement of contract, and review DBE participation reports generated by NYSDOT from EBO software.
- Verify that sources of materials are in compliance with the specifications, and that NYSDOT plant certifications are current by contacting the Regional Materials office directly 48 hours prior to drawing first materials from plants, including both hot mix asphalt and portland cement concrete.
- Verify that current approved mix designs are being supplied to the project.
- Conduct routine progress meetings and prepare meeting minutes.
- Prepare change orders.
- Review and approve Force Account Records prepared by the Contractor.
- Collect and retain 10 hour OSHA certificates for all Contractor and Sub Contractor employees that work on this project.

Senior Technical Administrator

The Technical Administrator for this project shall perform the following duties:

- Clerical duties that are the responsibility of the Chief Inspector that the Chief Inspector chooses to delegate.
- Assist in the maintenance of project logs, correspondences, and submittals.
- Assist with meetings & minutes and the review of EEO and DBE documentation as submitted by the contractor.

2. Construction Administration Software

All project records will be maintained using APPIA software, including materials submittals, consistent with NYSDOT's acceptance of APPIA as contract administration and documentation software.

APPIA's Daily Report replaces the MURK 1 "Daily Work Report". APPIA's materials function replaces the MURK 14 "Material Acceptance Record". The following MURK forms will be used to supplement daily reports as required:

- MURK 3 – Daily Work Report – Portland Cement Concrete Pavement
- MURK 4 – Daily Work Report – Hot Mix Asphalt
- MURK 5 – Daily Work Report – Structural Concrete
- MURK 6 – SPDES Stormwater Inspection Report
- MURK 7 – Daily Work Report – Structural Steel Painting: Field Applied
- MURK 8 – Pile Driving Record
- MURK 8-1 – Pile Driving Record Summary
- MURK 10 – Wage Rate Interview

B. Consultant and Funding

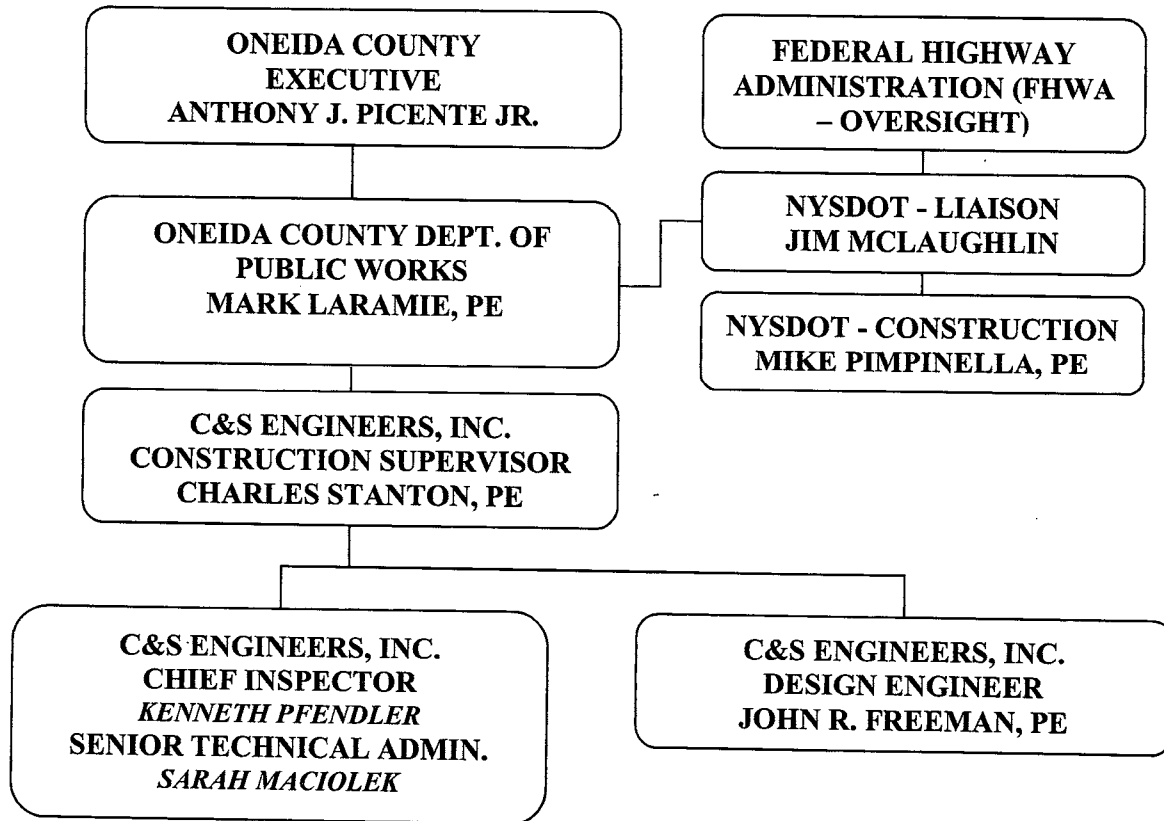
The Construction Supervisor, Chief Inspector, and inspection staff will be in the employ of C&S Engineers, Inc. C&S Engineers, Inc. will be retained and reimbursed by the SPONSOR in accordance with the "Procedures for Locally Administered Federal Aid Projects."

C. Inspector Qualifications

All inspection personnel employed by C&S Engineers, Inc. who are utilized on highway/bridge construction projects shall be certified by the National Institute for Certification of Engineering Technologies (NICET) and/or hold ASCE Grades, education and experience necessary to perform the assignment given. In addition, all personnel shall be familiar with the New York State Manual of Uniform Record Keeping System and New York State Department of Transportation Standard Specifications.

D. Chain of Command/Project Staffing

The project staff hierarchy is illustrated in the organizational chart below. The final determination for dispute resolution will rest with the Sponsor. Resumes for employees of C&S Engineers, Inc. will be provided upon request.



II. Contract and Project Requirements – Construction Agreement

A. Disadvantaged Business Enterprise (DBE) Goal

This contract has a 9% DBE participation goal.

B. Equal Employment Opportunity (EEO) Goals

This project has the following EEO goals:

Minority	2.1%
Female	6.9%

C. Permits

The Chief Inspector will ensure that the Contractor is fully aware of the requirements and special conditions the following permits (contained in the Contract Documents):

1. N/A

D. Commitments made to other municipalities, emergency service providers, schools, etc.

The Chief Inspector and the Sponsor's Project Manager will be responsible for keeping the public, affected property Sponsors, and key organizations apprised of road closure and construction activity. Dates of road closures will be announced in a media advisory issued by the Sponsor. Affected schools, police, and fire departments, and ambulance companies, among other affected organizations will be notified by the Contractor via phone, fax, or email. The Chief Inspector will coordinate these notifications in close cooperation with the Contractor.

E. Commitments contained in Design Approval Document that are to be fulfilled during construction

Not applicable.

F. Special Requirements

Not applicable.

G. As-Built Plans Documentation Procedures

As-Built Plans will be prepared as follows:

- The Chief Inspector shall annotate a copy of the Contract Drawings, either physically or electronically, with As-Built Revisions which based on the as-constructed condition of the Project. All As-Built Revisions shall be accompanied by a date of revision and a reason for revision.
- All As-Built Revisions shall be prepared under the supervision of the Construction Supervisor, who is a Professional Engineer.
- Upon completion of the project, a compiled set of As-Built Record Plans will be prepared from the Chief Inspector's As-Built Revisions. All drawings with As-

Built Revisions shall be stamped by the Construction Supervisor, who is a Professional Engineer.

III. Contract Administration

A. Subcontractor Approval Process

The Contractor will submit a list of anticipated subcontractors to be used on the project at the pre-construction meeting. The following checks will also be performed by the Chief Inspector for each subcontractor proposed for the Project:

- NYSDOT Debarred Contractors List
- NYSDOL Ineligible Employers List
- Federal Excluded Parties List System (EPLS)
- US Department of Labor OSHA Violations
- NYS Department of State Corporate Entity Verification

The Chief Inspector will remind contractors of the requirements of FHWA 1273.1.2 (contained in "Special Conditions" of the Bid Proposal) which states that the contractors shall insert all of the stipulations of the contract into all contracts with his subcontractors and that the prime contractor is responsible for the compliance of all subcontractors. Any subcontractor found lacking these stipulations will not be eligible for federal reimbursement.

B. Change Order Approval Process

Change Orders will be processed using the current NYSDOT Order on Contract forms. The Chief Inspector shall recommend approval to the Sponsor's Project Manager, who shall review and recommend approval of all change orders to the RLO, who will have final approval of all Change Orders.

After Sponsor review and before final approval, a copy of all Change Orders will be sent to the Regional Local Projects Liaison (RLPL). The RLPL's approval will be requested for any change order that:

1. adds any significant new items to the Contract,
2. changes the character of the work materially, in kind or nature from that included in the original proposed construction,
3. changes the quantity of any major item of work, fixed quantity item, or composite item (as defined in the contract) above 125% or below 75 % of the original contract quantity,
4. proposes changes outside the contract limits,
5. proposes changes outside the contract scope,
6. the value of the proposed change order exceeds the contingent amount established in the State/Local Agreement

Please note that no work contemplated under a Change Order shall be undertaken until the Change Order is approved by both the Sponsor and the RLPL.

C. Procedures to Ensure DBE Compliance

In accordance with the requirements of the contract, the Contractor will make a good faith effort to utilize DBE's as his subcontractors. The contractor will complete form HC89 and AAP 19c in EBO. The Sponsor and the Contractor will collaborate on all DBE reporting requirements in EBO.

D. Procedures to Ensure EEO Compliance

The Chief Inspector will interview the Contractor's EEO officer to insure that the Contractor is fully familiar with the Code of Federal Regulations, Title 41, Chapter 60, 60-1.1, Equal Opportunity Clause and 60-4, Construction Contractors, Affirmative Action Requirements; and FHWA 1273.111, Non-segregated Facilities; all of which are included in the Bid Proposal. The Chief Inspector will monitor the Contractor's Compliance with these requirements. The Sponsor and the Contractor will collaborate on EEO reporting requirements.

The Chief Inspector will insure that the following forms are completed.

Monthly: AAP-33d, Monthly Employment Utilization Report. This will be compared with the approved AAP-35LL, Workforce Participation Plan (submitted at the Pre-Construction Meeting). A revised AAP-35LL will be required from the Contractor if the actual utilization deviates significantly from the approved plan. Please note that these forms are completed in EBO, and will have to be printed by the RLPL or Sponsor and provided to the Chief Inspector.

With each payment: AAP-21c, Prime Contractor Report of Contractor Payments. Please note that this form had been replaced by EBO and will have to be printed by the RLPL or Sponsor and provided to the Chief Inspector.

Semi-Annually: Uniform Semi-Annual Report of DBE Awards or Commitments and Achievements in EBO.

E. Wage Rate Compliance Procedures

Sponsors must comply with the following:

- Collect and maintain all payroll records for 5 years after the completion of work.
- Designate, in writing the individual responsible for collecting payrolls from the Prime Contractor. This name will be provided at the preconstruction meeting.
- The sponsor's designated employee's name must be posted in a conspicuous location at the project-site. This name will be provided at the preconstruction meeting.

The Sponsor must make the Prime Contractor's filing of payrolls with the Sponsor a condition of payment. If the Prime Contractor fails to file payrolls or willfully underpays wages, the contractor can face possible felony charges. The Chief Inspector will audit the Contractor's Certified Payroll reports on a weekly basis. The Chief Inspector will also conduct wage rate interviews with at least ½ of the Contractor's labor force that matches

the Contractor's payroll frequency. The statement of compliance as required by Form FHWA 1273.V.2, (See PLAFAP 1273 Requirements) manual Statement and Payrolls – Payroll Records, will be strictly enforced.

The Chief Inspector will compare the actual pay rates and supplemental benefits paid to the labor force with the State and Federal Wage rates published in the Bid Proposal. The contractor will be advised immediately in writing if there is a violation of this contract requirement, and will have one week to rectify the disparity.

F. Procedures to Ensure Worker Safety

1. Contractor and Subcontractors

The Chief Inspector will have the Contractor's and Subcontractor's site specific safety plan on file PRIOR to the start of any work on site. The Chief Inspector will not be responsible for the safety of the Contractor nor any Subcontractors.

The Chief Inspector will ensure that the contractor has on site at all times at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations, whose responsibility it will be to monitor methods and procedures. This person will attend the preconstruction meeting, and will be approved by the Chief Inspector as qualified and will review all safety plans and procedures the Contractor and Subcontractors will employ during the work.

2. C&S Employees

All C&S employees are expected to adhere to the company's health and safety policy. A copy of the company's Health and Safety Manual is required to be kept in the Engineers Field office at all times. A copy of the manual will be provided to the Sponsor for their records and distribution to the RLPL. The entire inspection staff completes a health and safety refresher held each year covering topics such as:

- Fall Protection
- Lockout Tagout Procedures
- Confined Space Entry
- Ear Protection
- Eye Protection
- Trench Safety
- Work Zone Traffic Control

C&S provides its employees with the necessary personal protective equipment (PPE) to perform their work. This equipment includes but is not limited to:

- Hard hat
- Reflective vest
- Orange work shirts

- Hard toe shoes (allowance provided)
- Tyvek suits (when necessary)
- Respirators (when necessary)
- Safety glasses
- Ear protection
- Rotating orange beacon for vehicle
- Harness when required

G. Claim and Dispute Resolution Procedures

This contract utilizes NYSDOT Standard Specifications. Claim and Dispute Resolution Procedures will follow those specified under NYSDOT Section 105-14, Disputed Work and Dispute Resolution to settle claims and disputes. The Chief Inspector will organize and coordinate the dispute resolution process and the RLO will make the final finding upon the recommendation of the Sponsor's Project Manager.

H. Scheduling and Time Extensions

As required under Section 108-01, Start and Progress of Work, the contractor will be required to provide a work schedule within 5 days after the commencement of work and updated as requested by the Chief Inspector (e.g. monthly, weekly, or bi-weekly). The Chief Inspector and the Sponsor's Project Manager will review this schedule and monitor the Contractor's compliance with this schedule. If the Contractor does not progress the work at the rate proposed, he will be advised in writing of failure to comply with his schedule and he will be ordered to provide an updated schedule indicating the means that he will use to guarantee the completion of the project on time.

No extensions of time will be allowed unless specifically negotiated under Section 105-14, Dispute Resolution and Disputed Work Provisions.

I. Record Keeping and Record Retention Procedures

The project will be administered and monitored using the APPIA software, which is consistent with the NYSDOT Manual of Uniform Record Keeping (MURK). The Chief Inspector will complete daily logs and any special daily reports included in the NYSDOT Construction Inspection Manual (CIM), including structural concrete and asphalt paving reports and attach them to the APPIA daily reports. Pay Items requiring materials certifications will be associated to materials in APPIA. Materials will be designated with the associated Item's number and will reference a physical materials file that will contain the certifications. APPIA's materials module will document usages.

Please note that by default, APPIA will not make payment on any Item that:

1. Exceeds the approved contract quantity, and
2. Does not have approved materials (for those Items requiring materials certifications).

Upon completion of the project, all documents will be catalogued and copied. Original documents will be retained by the Sponsor. Close out materials requested by RLPL will

be provided. All documents will be retained for three years after the State/Local Project Agreement has been closed.

IV. Construction Inspection

A. *Inspection Plan*

The Chief Inspector shall be responsible for ensuring conformance with the contract plans and specifications. (S)he will develop and document estimates of completed work and prepare contractor payment requisitions (monthly at a minimum, or bi-weekly if the value of work is over \$50,000 and is requested by the Contractor). (S)he shall monitor daily construction activities of the contractor for conformance with the contract plans and specifications; take measurements of all unit price items and compute areas and volumes of completed work; and monitor the execution of the project's work zone traffic control plan to assure the contractor adheres to the contract requirements. The Chief Inspector may delegate any of the responsibilities listed herein to the Senior Inspector.

B. *Quality Control/Quality Assurance Plan*

Sponsor's personnel will make periodic visits to the jobsite to ensure that work is being completed in accordance with the contract, including the specifications. The Chief Inspector will be interviewed by the Sponsor's Project Manager prior to the start of the project to insure that (s)he is fully familiar with the inspection procedure for any item of work in the project, prior to start of work on that item. NYSDOT CIM will be referenced for that assurance.

C. *Structural Steel Fabrication QC & QA*

An accredited inspector will be retained to perform in-plant inspection as per the NYSDOT Steel Construction Manual.

D. *Material Testing Procedures*

An accredited testing laboratory firm responsible for conducting specification acceptance testing requirements under the direction of C&S Engineers, Inc. will be determined prior to the start of construction.

Services include providing testing in accordance with the contract specifications and the procedures outlined in the N.Y.S.D.O.T. Standard Specifications Dated September 28, 2018 plus all revisions and addenda pertaining thereto. The CIM will be used to determine frequency and amount of testing. Refer to Attachment A for additional testing and acceptance procedures.

Asphalt and Concrete will be provided only by NYSDOT approved plants.

E. *Shop Drawing Approval Process*

Shop drawing review will be the responsibility of the design engineer through the Chief Inspector; the review time will be as allowed by the Specifications and/or Contract Plans for the subject item.

F. *Submission of Material Certifications, Catalog Cuts, and Other Items*

Whenever a contract pay item requires an in-place material the Contractor will be responsible for submitting a material certification, catalog cut, or other item (mix design, sample, etc.) as proof that the proposed item meets the contract specifications. The Chief Inspector will be responsible for the review, approval, and documentation of these items. No payments will be made prior to receipt and acceptance of certifications by the Chief Inspector.

G. *Request for Information (RFI) Process*

Requests for Information (RFI's) are a communication tool to facilitate resolution of or to clarify design document issues. As such, it is of paramount importance that the RFI process be formal and documented at all points in the submission and response to the RFI.

RFI's will address legitimate questions from the Contractor (or subcontractors through the Contractor), to clarify design documents.

The RFI process will be defined during the pre-construction meeting. No questions of consequence will be answered regarding the Contract Documents unless they are addressed in an RFI and that the RFI should be submitted in advance of the work that it addresses in order to allow time for response. The attached RFI template will be distributed to the Contractor at the pre-construction meeting in electronic format.

The RFI process shall be as follows:

1. Contractor initiates RFI to address a legitimate question, providing a detailed question, Contract Document references, a suggested solution, and an opinion as to monetary or time damages.
2. Contractor will submit RFI to the Chief Inspector, with a copy to the Design Engineer and the Sponsor's Project Manager.
3. The Chief Inspector will review the RFI to ensure that the RFI is complete. Incomplete RFI's will be returned to the Contractor. If complete, the Chief Inspector will assign a number to the RFI, record the RFI in the RFI log, then contact the Construction Supervisor to determine who will be the Primary Responder. Generally, technical interpretations of the Contract Documents will be the responsibility of the Design Engineer.
4. Within five(5) calendar days the Primary Responder will address the question on the RFI form and return it to the Chief Inspector (assuming that the Primary responder is not the Chief Inspector), with a copy to the Construction Supervisor and the Sponsor's Project Manager. If the response hinges on the response of others the Chief Inspector will be given an estimate of response time so that the Contractor can be informed.
5. If the Chief Inspector or Construction Supervisor has questions regarding the response, the questions will be addressed with the Primary Responder prior to the return of the RFI to the Contractor.

The Chief Inspector will record the response date of the RFI, a short summary of the resolution in the RFI log, and an opinion as to any monetary and/or time damages that are a result of the answer, and transmit it to the Contractor.

In the event an RFI addresses an illegitimate item, the RFI will be logged and returned to the Contractor by the Chief Inspector with a reason that the RFI was returned. An illegitimate RFI is an RFI that addresses a clearly identifiable item that should have been addressed pre-bid or is contained within the Contract Documents. In this case the return of the RFI signifies a removal of the question from the RFI process and that the question will be handled in another forum.

In the event that the Contractor submits multiple RFI's at the same time, the Chief Inspector will inform the Contractor that the RFI's will be prioritized and will be addressed in the prioritized order, with the first response coming within 5 calendar days. The remainder of the responses will be staggered at 3 day maximum intervals and will be provided in order of priority. The Contractor will review; revise priorities based on construction schedule, and sign off on the final prioritization.

V. Coordination with Others

A. Anticipated efforts to ensure compliance with permits

The Chief Inspector will notify all permitting agencies of the schedule of each project. No work will be progressed prior to the full execution of any permit.

B. Anticipated efforts to coordinate with affected utility companies and railroads

This Project does not require any coordination with utility companies or railroads.

C. Anticipated efforts regarding coordination with other municipalities, emergency service providers, schools, etc.

The Chief Inspector and the Sponsor's Project Manager will be responsible for keeping the public, affected property Sponsors, and key organizations apprised of road closure and construction activity. Dates of road closures will be announced in a Media Advisory issued by the Sponsor. Affected schools, police, and fire departments, and ambulance companies, among other affected organizations will be notified by the Chief Inspector or the Sponsor's Project Manager via phone, fax, or email. The Chief Inspector will coordinate these notifications in close cooperation with the Contractor.

D. Anticipated efforts to ensure satisfaction of unfulfilled commitments made in Design Approval

Not applicable.

E. Anticipated efforts to address all special requirements.

Not applicable.

VI. Close-Out

A. Contract Acceptance and Close-out Procedures

The project close-out will be the responsibility of the Sponsor's Project Manager. The project will be inspected by the Chief Inspector and the Sponsor's Project Manager for completeness. A preliminary list of Incomplete Items will be prepared with the aid of the Sponsor's Project Manager and circulated to the Contractor for concurrence and remedial actions. If the project is deemed to meet the contract requirements the NYSDOT RLPL will be notified so that a final inspection/project acceptance walkthrough can be performed. At this time a final List of Incomplete Items will be prepared for action upon by the Contractor.

After completion of the final List of Incomplete Items and approval by all parties, the Final Payment will be completed by the Contractor and submitted to the Chief Inspector so that final payment can be made.

The NYSDOT RLPL will be notified and the Sponsor will provide all required close out information so that the State/Local Agreement can be closed.

B. Records Retention

As part of C&S Engineers, Inc.'s project closeout, all inspection records will be turned over to the Sponsor. These records are to be maintained for ten (10) years. C&S Engineers, Inc. will also provide originals of the As-Built Record Drawings, which should be maintained as long as the structure is in service. C&S Engineers, Inc. will maintain copies of the As-Built Record Drawing markups and the As-Built Record Drawings for the life of the structure.

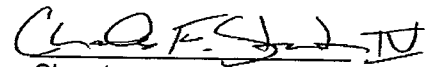
RLO

RLPL

C&S Engineers, Inc.

Signature

Signature


Signature



REQUEST FOR INFORMATION

EXAMPLE - NOT FOR

Office Use Only - RFI#

Project Name: _____ **USE** _____

FROM
Name:
Company:
Phone:
Email:

TO
C&S Proj. Manager:
Phone:
Email: xxxxxxxxx@cscos.com
C&S Proj. No.: XXX.XXX.XXX

CONTRACTOR'S REQUESTED REPLY DATE:
COPIES TO: *(Copies originating from Contractor)*

DESCRIPTION: Full description of question or information requested.

REFERENCES/ATTACHMENTS: List or attach relevant information that Engineer requires to answer question.
NYS DOT Specification Items Affected by Request:
Contract Drawings Affected by Request:
Other Pertinent Information:

SENDER'S RECOMMENDATION:

ENGINEER'S REPLY:

By: _____
Name & Title

Date: _____

Copies To:

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**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

February 19, 2019

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

FW 2019 1280

Re: Work Order #31, Amendment 4
2019 Source Emissions Testing and Training
GHD Consulting Services, Inc.

PUBLIC WORKS

Dear County Executive Picente:

WAYS & MEANS

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

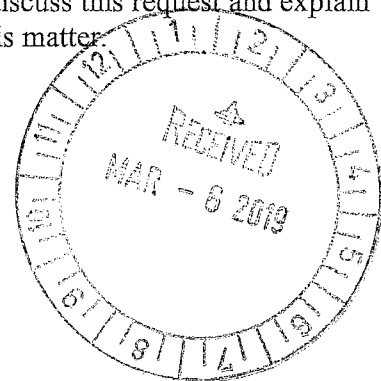
The United States Environmental Protection Agency (USEPA) has regulations regarding the incineration of sewage sludge that require annual emissions testing and operator training. GHD has submitted for consideration Work Order #31, Amendment 4, which would provide the necessary emissions testing and operator training for 2019 required by the regulations. GHD has provided this service in the past and there is money in the Department operating budget to provide these services.

Department staff has reviewed this Work Order and its scope and find it acceptable. It is recommended that this Work Order be accepted with an estimated cost of \$94,300. The cost for this Work Order will be funded out of the Department operating budget.

I would appreciate consideration of this Work Order by you and the Board of Legislators at their earliest convenience. I am available to meet with you or the Board to discuss this request and explain the Work Order in more detail. Thank you for your consideration in this matter.

Sincerely,
**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner



Attachments: Contract Summary Sheet
Six (6) copies of Work Order #31, Amendment 4

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

Anthony J. Picente, Jr.
County Executive
Date 3-6-19

Oneida Co. Department: Water Quality & Water Pollution Control

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 #31, Amendment 4
2019 Source Emissions Testing and Training

Proposed Dates of Operation: 2019

Client Population/Number to be Served: 110,000 people

Summary Statements

- 1) Narrative Description of Proposed Services: This work order covers performing emissions testing on Incinerators #1 and #3 and operator training to comply with the NYSDEC and USEPA air regulations for 2019.
- 2) Program/Service Objectives and Outcomes: Produce an emissions testing report documenting compliance with new NYSDEC and USEPA air regulations and train operators to comply with EPA regulations.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. and O'Brien and Gere Engineering will provide the services with over site from WQ&WPC.

Total Funding Requested: \$94,300 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: \$94,300

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this project will be from the Department operating budget.

Cost Per Client Served: \$0.86

Past Performance Data: GHD through O'Brien and Gere Engineers have performed emissions testing previously at the Oneida County Water Pollution Control Plant.

O.C. Department Staff Comments: This work is required to comply with NYSDEC and USEPA annual emissions testing requirements.

WORK ORDER 31

WATER POLLUTION CONTROL PLANT UPGRADE AND EXPANSION SEWAGE SLUDGE INCINERATOR SOURCE EMISSION TESTING

AMENDMENT NO. 4 – 2019 SOURCE EMISSIONS TESTING AND OPERATOR TRAINING

I. PROJECT UNDERSTANDING

Oneida County and Shumaker Consulting Engineering & Land Surveying, P.C. entered into a Master Agreement on July 16, 2007 concerning upgrades and monitoring at the Oneida County's Water Pollution Control Plant (WPCP). Said agreement was assigned to GHD Consulting Services Inc. (GHD) effective March 29, 2013, and provides that services will be performed via work orders.

The two fluidized bed sewage sludge incinerators located at Oneida County's Water Pollution Control Plant (WPCP) are subject to 40 CFR Part 60, Subpart MMMM – *Emission Guidelines and Compliance Times for Existing Sewage Sludge Incinerators* (Subpart MMMM). The purpose of this Amendment No. 4 to Work Order 31 is to perform emissions testing (for year 2019) in order to satisfy annual testing requirements outlined in Subpart MMMM.

II. SCOPE OF SERVICES

A. TASK 101 - SOURCE EMISSION TEST PLAN, OPERATOR TRAINING, AND NYSDEC AUDIT SUPPORT SERVICES

The engineering team, including GHD and its sub-consultant O'Brien & Gere Engineers, Inc. (OBG), will prepare a test plan (Plan) for submittal to the New York State Department of Environmental Conservation (NYSDEC) prior to the field testing. The objective of the Plan will be to further develop the scope of work to be conducted, process operating parameters to be monitored during testing, test methods to be used, sample equipment QA/QC procedures, laboratory sample analytical procedures, and final reporting format. This Plan will cover both 2019 field test events. Note that this Plan will be based on existing plans submitted to NYSDEC for previous compliance testing programs. A draft Plan will be submitted to Oneida County WPCP within one week of project authorization. Upon receipt of comments, the engineering team will submit the final Plan to NYSDEC. The engineering team will work with NYSDEC to secure approval of the test Plan.

This task also includes the required annual Subpart MMMM operator training. Two sessions will be conducted. One 8-hour session will be initial training required for operators who have not yet completed Subpart MMMM training. The second session will be a 2-hour refresher training for operators who have completed the initial training, but are looking to maintain their qualified operator status. In addition, this task includes OBG support for the annual NYSDEC on-site audit which is typically conducted in September. OBG will accompany NYSDEC on-site to answer any questions and provide air compliance and emission testing information as requested by NYSDEC.

B. TASK 102 – SOURCE EMISSION TESTING: UNIT 1

Source emission testing will be conducted on the exhaust of Reactor 1 at the WPCP to evaluate emissions of:

- › Filterable particulate matter (PM)
- › Nitrogen oxides (NO_x)
- › Carbon monoxide (CO)
- › Hydrogen chloride (HCl)
- › Sulfur dioxide (SO₂)
- › Toxic metals (cadmium, lead, and total (non-speciated) mercury)

Note that testing for dioxins and furans (PCDD/PCDF) will not be conducted on Reactor 1 in 2019 as PCDD/PCDF emissions measured during the 2016 and 2017 compliance programs were less than 75 percent of the applicable USEPA emission limit. Therefore, the testing requirement for this parameter is waived for two years. Testing for PCDD/PCDF will be required in 2020.

Testing will be conducted in triplicate during normal process operating conditions as maintained by facility personnel. Testing of Reactor 1 and 3 (Task 103) will be conducted during separate mobilizations to the facility. Test durations will vary between 60 - 180 minutes depending on the pollutant tested. Metals and HCl audit samples will be procured by OBG and analyzed along with the field samples.

Facility personnel will collect one sewage sludge sample during each test run on each reactor. The sludge samples will be submitted to an outside laboratory by OBG for moisture content analysis. The engineering team will provide the facility with the proper containers for the sewage sludge samples and will be responsible for chain of custody and transporting the samples to the laboratory.

Test Methods

PM and HCl emissions will be evaluated using a single sampling train in accordance with USEPA Reference Methods (RMs) 5/26A. NO_x, SO₂, and CO sampling will be conducted using on-site instrumentation in accordance with USEPA RMs 7E, 6C, and 10. Multiple metals testing will be conducted following USEPA RM 29. Note that the RM 23 toluene QA rinse will be combined with the run samples (no separate QA rinse analyzed). Oxygen (O₂) and carbon dioxide (CO₂) measurements will be evaluated in accordance with USEPA RM 3A using on-site instrumentation. Audit samples will be collected

This task is anticipated to be completed in April-June 2019 – within the 11 to 13-month window from the 2018 Unit 1 emissions test program which was completed on May 16, 2018.

C. TASK 103 – SOURCE EMISSION TESTING: UNIT 3

Source emission testing will be conducted on the exhaust of Reactor 3 at the WPCP. Test methods and procedures will be the same as those conducted for the Unit 1 (Task 102) test program with the addition of PCDD/PCDF testing. PCDD/PCDF emissions will be evaluated in accordance with USEPA RM 23. Note that the RM 23 toluene QA rinse will be combined with the run samples (no separate QA rinse analyzed).

The field testing schedule of Unit 3 has not been determined.

D. TASK 104 – SOURCE TEST REPORTING

Results of the NO_x, SO₂, and CO testing will be available on-site as the testing progresses. Complete preliminary test results will be available within four weeks of completion of each field test event (standard laboratory analysis). Within five weeks of completion of each test event a draft report will be submitted to Oneida County WPCP. One report will be submitted for each 2019 test event. The draft reports will include a summary of the work conducted, test methods used, supporting field data and calculations, equipment QA/QC information, and laboratory analytical data, and test results. Upon incorporation of comments, three copies of each final report will be submitted. An electronic version of the reports (PDF format) will also be provided. Note that this task also includes an on-site meeting to review each draft report with facility personnel.

E. FACILITY REQUIREMENTS

The WPCP will be responsible for the following:

- » Four (4) 110-volt 20-amp circuits within 100 feet of the test locations
- » A single, 480V, 30-amp connection for the mobile CEMS trailer that will be provided by engineering team member (OBG).
- » Monitoring and recording of required process operating data
- » Cleaned and loosened sample test ports
- » Appropriate test locations including test ports
- » Loosening of test port caps and cleaning of all test ports (if necessary)
- » Safe access to all test locations
- » Collection of sludge samples during testing

III. ASSUMPTIONS

- A. *Field Delays* - Oneida County will be responsible for incurred costs resulting from field crews delays or lost time (greater than four hours per test program) due to force majeure events or causes beyond the engineering team's control including, but not limited to: severe weather (lightning, heavy rain, high winds, etc.), cyclonic flow, process upsets or failure, electrical power interruptions, unprepared site (see section II.D, above) or the inability to maintain the desired process conditions. Additional costs incurred may include labor, extra travel and living expenses, and equipment usages. The engineering team will be responsible for incurred costs resulting from delays and lost time to the extent caused by the engineering team; however, the engineering team is not liable for any ancillary costs incurred by Oneida County (such as fuel costs, overtime, etc.) resulting from such delays.
- B. *Data Comparison and Evaluation* – the engineering team will assess data quality with respect to the test method's quality assurance procedures and criteria. In some cases, the engineering team will investigate correlations between test data and process conditions in an attempt to identify the cause of suspect data. However, costs associated with extensive research and evaluation of

results to investigate discrepancies with process conditions or comparing results with other similar processes are not included unless specifically described in the scope of work.

- C. *Process Data Reduction and Recording* - WPCP personnel will be responsible for recording process operating data that are required to document test conditions during all test periods and this data shall be provided to the engineering team for inclusion in the test report. Process data assembled by WPCP personnel will be in a format that does not require further reduction or reformatting by the engineering team.

IV. SCHEDULE

Our team will complete the work outlined above in approximately 6 months from written authorization to proceed. The field work for Tasks 102 and 104 will consist of a single equipment mobilization consisting of one day for equipment set-up followed by two consecutive 12-hour test days for each incinerator. The field work for Task 103 will consist of a single mobilization consisting of one day for equipment set-up followed by a single 12-hour day to complete the acid gas testing of Unit 3.

V. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the work outlined in Section II is estimated at \$94,300 as shown on Table 1.
- 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. Said additional compensation and associated scope of services will require prior approval by Oneida County.

VI. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Amendment No.4 to Work Order No. 31 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.

(Remainder of page intentionally left blank.)

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

Client

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard B. LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: Howard B. LaFever

Signature: _____

Date: 2/21/19

Date: _____

Approved:

Linda Bylica Lark
Assistant County Attorney

**ATTACHMENT A
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC. (OBG)

1.1 Hourly Rates

COUNTY will pay Compensation for labor based on OBG's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Officer	\$229.00
Technical Manager – Air Emissions	\$210.00
Senior Project Manager – Emissions Testing	\$204.00
Project Manager 1 – Emissions Testing	\$178.00
Assistant Project Manager	\$112.00
Architect/Engineer/Scientist 3	\$130.00
Architect/Engineer/Scientist 2	\$112.00
Architect/Engineer/Scientist 1	\$97.00
Engineering Technician 3	\$98.00
Engineering Technician 2	\$84.00
Engineering Technician 1	\$72.00
Intern	\$45.00
Administrative Assistant	\$77.00
Technical Typist	\$65.00

1.2 Non-salary expenses and outside services attributable to the project

COUNTY shall pay Compensation for expenses based on OBG's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Authorized 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;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by OBG;
- 1.2.7 The actual cost for additional insurance required by COUNTY in excess of OBG's normal coverages or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138 Email: publichealth@ocgov.net

March 6, 2019

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

EX 20 19-121
HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear County Executive:

After the 2019 Budget was adopted, the Health Department had an experienced Outreach Worker leave for another opportunity. This position has been filled with a less experienced but capable employee. Since this new employee will be making less money than the previous employee, there are some new funding opportunities which the department would like to capitalize on. Below please find some budget transfers to shift the freed up funding to different accounts.

This cost center is fully funded by a grant and will have no additional expense to the County.

I therefore request your Board approval for the following 2019 fund transfers:

TO:

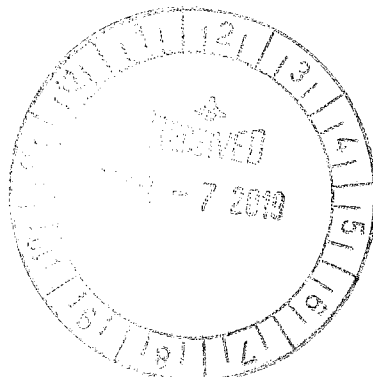
AA# A4091.211 ---	Public Health/Cancer Services/Office Equipment.....	\$ 1,500
AA# A4091.295 ---	Public Health/Cancer Services/Other Equipment.....	12,000
AA# A4091.495 ---	Public Health/Cancer Services/Other Expenses	14,807
	Total	\$28,307

FROM:

AA# A4091.101 ---	Public Health/Cancer Services/Salaries.....	\$ 20,291
AA# A4091.413 ---	Public Health/Cancer Services/Rent Lease Equipment	1,217
AA# A4091.492 ---	Public Health/Cancer Services/Computer Software & License.....	12.
AA# A4091.810 ---	Public Health/Cancer Services/Retirement.....	4,552
AA# A4091.830 ---	Public Health/Cancer Services/Social Security	1,552.
AA# A4091.840 ---	Public Health/Cancer Services/Workers Compensation.....	568.
AA# A4091.850 ---	Public Health/Cancer Services/Unemployment Insurance	51
AA# A4091.860 ---	Public Health/Cancer Services/Health Insurance	64
	Total	\$28,307

Respectfully submitted,

Phyllis Ellis
Public Health Director



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

Anthony J. Picente, Jr.
County Executive

Date 3-7-19

CC: County Attorney
Comptroller
Budget Director

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138 • Email: publichealth@ocgov.net

February 8, 2019

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

EX 20 14-122

HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

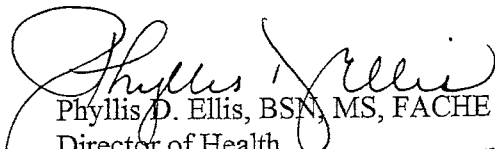
Attached are two (2) copies of an Affiliation Agreement between Oneida County through its Health Department and SUNY Cortland to provide students with field experience at a local health department.

The agreement will allow for students to participate in public health program practical experiences. The internship will increase student knowledge and understanding of public health as it affects the residents and visitors of Oneida County.

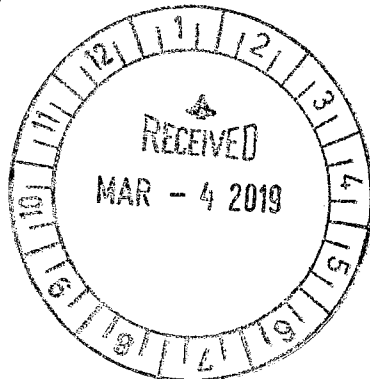
This Agreement will commence on February 1, 2019 and remain in effect until June 30, 2022. There is no expense to the County for this agreement.

If this meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

Attachments
CM



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


Anthony J. Picente, Jr.
County Executive

Date 3-1-19

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: State University of New York College at Cortland
P.O. Box 2000
Cortland, NY 13045

Title of Activity or Service: Field Period educational experience

Proposed Dates of Operation: February 1, 2019 through June 30, 2022

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** The agreement will allow for students to participate in public health program practical experiences. The internships will increase student knowledge and understanding of public health as it affects the residents and visitors of Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To ensure new professionals in public health have received practical public health experience.
- 3) **Program Design and Staffing:** NA

Total Funding Requested: \$0.00

Expense Account: A4010.195

Revenue Account:

Oneida County Dept. Funding Recommendation: \$0.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: There is no cost associated with this agreement.

AFFILIATION AGREEMENT BETWEEN ONEIDA COUNTY HEALTH DEPARTMENT
and STATE UNIVERSITY OF NEW YORK AT CORTLAND

This Agreement is made by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 through its Health Department, with principal offices located at 185 Genesee Street, 4th Floor, Utica, New York 13501 (hereinafter collectively referred to as the "Affiliate"), and the State University of New York, a corporation organized and existing under the laws of the State of New York with its principal offices located at University Plaza, Albany, New York 12246, for and on behalf of the Cortland Campus (hereinafter referred to as "University").

WHEREAS, the University and the Affiliate desire to have an association for the purpose of carrying out an educational program in the discipline of Community Health (hereinafter, the "Program").

NOW, THEREFORE, it is agreed that:

1. The University shall assume full responsibility for planning and executing the Program in the discipline of Community Health, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion and graduation, and shall bear all costs and expenses in connection therewith.
2. The University further agrees to coordinate the Program with a designee of the Affiliate.
3. The University shall be responsible for assigning students to the Program for practical experience. However, the University shall notify the Affiliate one (1) month in advance of the planned schedule of student assignments to practical duties including the dates, number of students and instructors. The schedule shall be subject to written approval by the Affiliate.
4. The University at its sole expense and cost shall provide faculty as may be required for the teaching and supervision of students assigned to the Program for practical experience.
5. The University agrees that at all times students and faculty are subject to the supervision of the Affiliate administration and the University shall inform both students and faculty that they must comply with all applicable rules insofar as they may pertain to the activities of both while at the Affiliate's facility, and failure to comply shall constitute a cause for terminating such student's assignment to or faculty member's relationship with the Affiliate. The Affiliate will provide copies of all policies and procedures to the students and faculty members.
6. The students and faculty shall respect the confidential nature of all documentation and information associated with the Affiliate.
7. The Affiliate may terminate any student's assignment from the Program if the student's

conduct disrupts the orderly operation of the Program, threatens the health and safety of individuals, or other reasons which, in the Affiliate's reasonable judgment and to the extent allowed by law, cause the continued presence of a student in the Program not to be in the best interest of the Affiliate. Any such action will be reported to the University orally and in writing.

8. The Affiliate, as it deems necessary and proper, shall make available appropriate facilities for student experience, including the necessary equipment and supplies, consistent with current policies in regard to availability. The Affiliate shall also provide orientation for the University faculty and students.
9. The Affiliate shall have no responsibility for the transportation of faculty and students.
10. Any student, instructor or faculty member shall not for any purpose be deemed to be an employee, servant or agent of the Affiliate, but shall be considered an invitee. Neither the University, including the students and faculty, nor the Affiliate, shall pay any party compensation to any obligation or benefit arising out of this Agreement. It is understood by all parties that the Affiliate is not providing any insurance, professional or otherwise, covering any such persons.
11. The University agrees that it shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, all faculty and other University employees as are required to be insured by the Workers' Compensation Law. For the purposes of this Law, no student or faculty member is to be considered an employee, servant or agent of the Affiliate.
12. The Affiliate agrees to indemnify and hold harmless the University, its officers, employees and agents, from any and all loss or liability including claims, demands, costs, attorney's fees and expenses of any nature whatsoever for bodily injury or damage to property whenever to the extent that such loss or liability arises out of or occurs by reason of the acts or omissions, within the scope of this agreement, of the Affiliate, its agents, servants and employees.
13. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, The State University of New York (SUNY) shall hold the Affiliate harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment. In addition, the University shall take out and maintain during the term of this Agreement liability insurance, in amounts not less than \$3,000,000 for bodily injury and property damage combined single limit; and Oneida County is to be additionally named insured under such liability policy or policies. It is agreed that the persons insured under such policy or policies shall be the students of the State University of New York with respect to liability arising out of their participation in the Program carried out under this agreement. The University agrees that the Affiliate will receive no less than ten (10) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Affiliate shall remain liable for direct damages resulting from its negligence.
14. It is mutually agreed that at no time shall either party discriminate against any party to or beneficiary under this Agreement based upon color, religion, sex, sexual orientation, national origin, age, veteran status and/or handicap. The provisions of Exhibit A, Standard Contract

Clauses for the State University of New York, attached hereto, are hereby incorporated into this Agreement and made part hereof.

15. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding of the parties. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Standard Contract Clauses for the State University of New York), Exhibit B (Health Department Requirements and Objective for the Field Work Experience), and the Standard Oneida County Conditions Addendum.
16. This Agreement will become effective as of **February 1, 2019**, and shall continue in full force and effect until **June 30, 2022** or terminated earlier as set forth in this paragraph. This Agreement may be terminated by either party giving at least ninety (90) days written notice to the other, provided, however, that no such termination shall take effect until the students already placed in the Program have completed their scheduled clinical training.
17. For the purposes of written notification:

To the University:

State University of New York at Cortland
Field Experience and School Partnerships Office
Rm. 1105 Education Building
PO Box 2000
Cortland, NY 13045

To the Affiliate:

Oneida County Health Department
Environmental Division
185 Genesee Street, 4th Floor
Utica, NY 13501


And

Oneida County Attorney
800 Park Avenue
Utica, NY 13501

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties hereto have executed this Agreement as of the dates set forth below:

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

BY  _____ DATE 2-21-19
Melissa Fox
Director of Purchasing and Accounts Payable
Room 309 Miller Building
PO Box 2000
Cortland, NY 13045

Approved:

Maryangela Scalzo, Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. PROHIBITION AGAINST ASSIGNMENT Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. COMPTROLLER'S APPROVAL. (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or

for a purchase order or other transaction issued under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work

contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies 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, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six

(6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach

thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-

owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
<https://ny.newycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

21. RECIPROCITY AND SANCTIONS

PROVISIONS: Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this

provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis; evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. 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.

26. 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 SUNY 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 SUNY determines that such action is in the best interests of the State.

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

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

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

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

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

Exhibit B
Health Department Requirements
And
Objectives for the Field Work Experience

Fieldwork placement provides health majors who are required to fulfill fieldwork experience an opportunity to apply that which was gained in the classroom in a real world setting and to further develop competence, professional skills, and insight into the health field.

The Health Department requires every Community Health major to complete either one field work experience for sixteen weeks or two field work experiences for eight weeks each prior to graduation. In addition to a prescribed set of courses, students must attain a grade point average of at least 2.50 before they are permitted to engage in their field experiences. Listed below is the curriculum required of Community Health majors:

<u>Arts and Sciences/General Education</u>	75 sem. hrs.
Composition	6
General Education Required Coursework:	28
Biology:	10
BIO 301: Human Anatomy & Physiology I	
BIO 302: Human Anatomy & Physiology II	
BIO 303: Microbiology & Human Disease	
COM 210: Fundamentals of Public Speaking	3
Free Elective Coursework	28
 <u>Professional Coursework</u>	
Required Health Courses	
HLH 203: Community Health	3
HLH. 221 Prof. Issues Hlth. Sci.	1
HLH 380: Health Info. & Community	3
HLH 390: Environmental Health & Ecology	3
HLH 391: Epidemiology & Biostatistics	3
HLH. 394 Hlth-Related Beh	3
HLH. 462 O & A of Hlth Prog	3
HLH 492: Chronic and Communicable Diseases	3
HLH. 493 Comm. Health Ed.	3
HLH 494: A & E. of Hlth Prog	3
Elective Health Courses	9
Internship	16
Total Semester Hours for Graduation	124

Health education majors completing one of the concentrations requiring a field experience must fulfill this requirement through either of the following:

1. Complete an internship experience with a college health education promotion program (HLH 407). Health education majors concentrating in College Health Promotion & Prevention typically choose this internship.
2. Complete one eight-week internship in an approved agency or program.

The objectives of the Health Field Work experience are listed below:

1. To provide students with insight into the functions of public health agencies, voluntary health agencies and private health related agencies.
2. To enable students to become aware of the role of health agencies or services in the overall public health scene.
3. To help students understand the relationships among the various health agencies in the community that are directly or indirectly involved with the health of the people.
4. To have students observe the various methods and procedures used in communication with administration, other agencies, as well as with the clientele of the agency.
5. To provide students with the opportunity to implement in depth the principal mission of the agency.
6. To provide students with the opportunity to pursue a possible career in the health field. This includes volunteering in various units of a health agency (clinical, where permitted, and non-clinical).
7. To provide students with an opportunity to apply knowledge and skills in a real world setting.

Exhibit B
Health Department Requirements
And
Objectives for the Field Work Experience

While students are participating in their field work experiences, they are required to fulfill a number of assignments. Those assignments are noted below followed by a description of the student's responsibilities.

1. Daily Log – mail to college supervisor every Monday.*
2. Health Field Experiences First Day Sheet – mail first day to college supervisor.
3. First Day Sheet – mail first day to Field Placement Office.
4. Job Description – mail to college supervisor before third week of experience.*
5. Agency Organization Report – mail to college supervisor two weeks prior to end of internship.*
6. Internship Project – forward to college supervisor two weeks preceding end of internship.*
7. Fieldwork Summary Sheet – mail to Health Field Work Coordinator during last week of internship.
8. Summary Record of Absences – mail to college supervisor during the last week of internship.*
9. Student Intern Performance Evaluation – mail to college supervisor during last week of each quarter of internship.
10. Internship Supervision Checklist – mail to Health Department Secretary.

*Indicates that a copy should be given to the agency supervisor.

The student intern is expected to work a full 7 – 8 hour day and 35 – 40 hours a week in the agency for the duration of the experience. Evening work is an integral part of many agencies and therefore the intern may be required to exchange daytime hours for evening work.

The intern is responsible for any confidentiality required by his/her position and should be aware of the consequences of violating that confidentiality.

The intern is financially independent of his/her agency and is not expected to receive any monetary stipends for the work performed while in that agency's service. Travel expense incurred while working for the agency should be remunerable.

The intern is responsible for submitting a detailed log (diary) to his/her college supervisor with a copy submitted to the agency supervisor at the end of each week of the internship.

The intern is responsible for being on the job each day of the week. There are no unexcused absences during a field experience and all absences due to illness must be reported to the appropriate agency and college personnel before 7:00 AM of the day in question. For other absences, the "Request for Absence" form must be submitted to the college supervisor at least one (1) week prior to the intended absence, including plans for making up such absence.

At the end of each semester, the intern is responsible for submitting the "Summary Record of Absences During Field Work" to the college supervisor. This summary will include all of the dates of absence from the job, full or half day, and the reasons for the absence.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

February 8, 2019

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

19-103

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

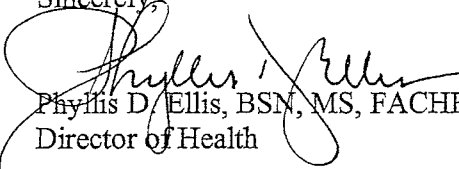
Attached are two (2) copies of an Agreement between Oneida County through its Health Department (OCHD) and Health Advancement Collaborative of Central New York, Inc. d/b/a HealtheConnections.

The OCHD will serve as the county/agent liaison with HealtheConnections (HeC) to support HeC in its role as New York State's designated Population Health Improvement Program (PHIP) for six counties in central New York. Activities include Community Health Assessment and Health Improvement Planning, stakeholder engagement, data sharing, and identifying and implementing evidence based strategies to address community health issues.

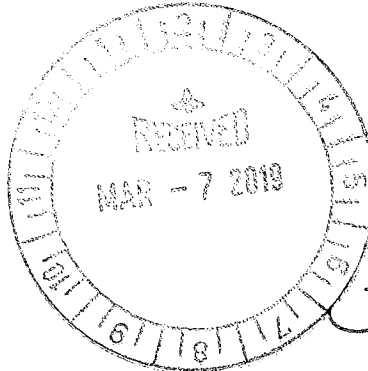
This Agreement shall become effective on January 15, 2019 and remain in effect through December 31, 2019. Oneida County will receive a monthly payment of \$3,400.00 for a total amount of \$40,800.00.

If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

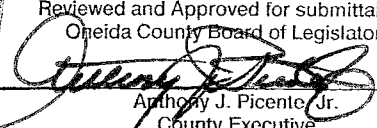
Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
CM



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


Anthony J. Picente, Jr.
County Executive

Date 3-6-19

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Health Advancement Collaborative of Central New York,
Inc. d/b/a HealtheConnections
443 North Franklin Street
Suite 001
Syracuse, NY 13204

Title of Activity or Service: Administer programs funded by NYS which promote better
health care, better population health and lower health care
costs

Proposed Dates of Operation: January 15, 2019 through December 31, 2019

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

Summary Statements

- 1) **Narrative Description of Proposed Services:** The Oneida County Health Department will serve as the county/agent liaison with HealtheConnections (HeC) to support HeC in its role as the NYS-designated Population Health Improvement Program (PHIP) for six counties in central New York.
- 2) **Program/Service Objectives and Outcomes:** Activities include Community Health Assessment and Health Improvement Planning, stakeholder engagement, data sharing and identifying and implementing evidence based strategies to address community health issues.
- 3) **Program Design and Staffing:** NA

Total Funding Requested: \$40,800.00

Expense Account: A4010.495

Revenue Account: A3401.01

Oneida County Dept. Funding Recommendation: \$40,800.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This agreement will be renewed annually upon mutual agreement.

**MASTER SERVICES AGREEMENT
(SUBCONTRACTING UNDER NYS CONTRACT)**

BETWEEN

HEALTH ADVANCEMENT COLLABORATIVE OF CENTRAL NEW YORK, INC.

AND

Oneida County

This Master Services Agreement (“**Agreement**”) is made and entered into as of January 15, 2019 (“**Effective Date**”), by and between Health Advancement Collaborative of Central New York, Inc., a New York not-for-profit corporation d/b/a HealtheConnections, with its principal place of business at 443 N. Franklin Street, Suite 001, Syracuse, New York 13204 (“**HealtheConnections**”), and Oneida County, a municipal corporation with its principal place of business at 800 Park Avenue, Utica, New York 13501 through its Health Department located at 185 Genesee St., Utica, New York 13501 (“**Subcontractor**”), (individually each a “**Party**,” and collectively the “**Parties**”).

RECITALS

WHEREAS, HealtheConnections participates in certain programs administered and/or funded by the New York State Department of Health to promote better care, better population health and lower health care costs; and

WHEREAS, HealtheConnections has entered into a contract with New York State (“**NYS Contract**”) in connection with its participation in such programs, under which HealtheConnections performs certain services; and

WHEREAS, HealtheConnections seeks to retain Subcontractor to perform various Services (as defined below) in connection with HealtheConnections’ participation in such programs, in accordance with the terms and conditions of this Agreement and the following Exhibits and Schedule: **Exhibit A** (Defined Terms), **Exhibit B** (NYS Contract Requirements), **Exhibit D** (Insurance), and **Schedule A** (Statement(s) of Work).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used and not otherwise defined in this Agreement are defined in **Exhibit A** to this Agreement.

2. **SUBCONTRACTOR’S OBLIGATIONS.**

2.1 Services and Deliverables. Subcontractor agrees to perform, directly or through its subcontractors, the services (“**Services**”) and/or deliver the deliverables (“**Deliverables**”) described in each Statement(s) of Work (“**Statement of Work**”), attached as **Schedule A**, each of which are and shall be incorporated herein by reference. Each Statement of Work must be executed by duly authorized representatives of both Parties and be in the form acceptable to both Parties. Subcontractor shall render the Services and deliver the Deliverables in accordance with the timetable and milestones (if any) in the applicable Statement of Work. In the event Subcontractor anticipates at any time that it will not reach a milestone or complete an assignment within

the timetable prescribed by the applicable Statement of Work, Subcontractor shall promptly so inform HealtheConnections, submit proposed revisions to the timetable and milestones that reflect Subcontractor's best estimates of what can realistically be achieved, and continue to work until otherwise directed by HealtheConnections; provided, however, that any such revisions shall be subject to the approval of HealtheConnections in its reasonable discretion. Subcontractor shall also prepare and submit such reports of its performance and its progress from time to time as HealtheConnections may reasonably request and in compliance with each specific Statement of Work.

2.2 Standard of Performance. Subcontractor will perform the Services in accordance with the applicable standards of performance set forth in a Statement of Work, as applicable (the "Service Levels"). HealtheConnections will be entitled to the remedy (the "Service Level Remedy") described in the applicable Statement of Work.

2.3 Progress Reporting. Where deemed applicable and requested by HealtheConnections, the Parties shall meet (in person, by teleconference or such other mechanism as the parties shall determine) for the purpose of Subcontractor's reporting to HealtheConnections on the progress of the Services and/or Deliverables under the applicable Statement of Work.

2.4 Use of Subcontractors. The Parties agree that Subcontractor may use one or more subcontractors to provide Services under the Statement of Work, provided such subcontractors and the work each will perform are described in a given Statement of Work.

2.5 Compliance With NYS Contract Requirements. Subcontractor agrees to comply with the terms and conditions set forth on **Exhibit B** to this Agreement.

3. **PAYMENT TERMS.**

3.1 Fees. In consideration for performing the Services and delivering the Deliverables, HealtheConnections shall pay Subcontractor the fees ("**Fees**") specified in the applicable Statement of Work, in accordance with the terms specified in the applicable Statement of Work and incorporated by reference.

3.2 Invoices. Except as otherwise provided in a Statement of Work, within 15 days following the end of each month (or, with respect to the final invoice, within 30 days following the termination or expiration of this Agreement), Subcontractor shall submit to HealtheConnections an invoice showing Services performed, Deliverables provided, and, if applicable, approved expenses incurred during the preceding month, together with such supporting documentation as may be reasonably required by HealtheConnections. The invoice should be sent to HealtheConnections at the address set forth above.

3.3 Final Invoice. By not later than 30 days after termination of this Agreement, Subcontractor shall provide to HealtheConnections an invoice setting forth the calculation and total amount of fees earned by Subcontractor and payable by HealtheConnections in connection with this Agreement.

4. **TERM AND TERMINATION.**

4.1 Term.

(a) Agreement Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, shall continue in effect through December 31, 2019 (the "**Initial Term**"). Thereafter, this Agreement may be extended for successive terms of 1 year each, unless

earlier terminated in accordance with this Section 4. The Initial Term and any renewal terms are, collectively, the “Term.”

(b) Statement of Work Term. The term of each Statement of Work will commence on the effective date specified in that Statement of Work and, unless the Agreement is earlier terminated in accordance with this Section 4, shall continue in effect through the term specified in that Statement of Work, provided however that the term of each Statement of Work may not be longer than the term of this Agreement. New Statements of Work may be issued annually; each new Statement of Work shall be made a part of this Agreement by written amendment executed by both Parties.

4.2 Breach by a Party; Termination by the Other Party. In the event of any material breach by a Party to this Agreement (“Breaching Party”), the other Party shall provide the Breaching Party with notice in accordance with Section 13.8 of such breach or failure.

(a) As promptly as reasonably practicable but in any event within 30 days after the Breaching Party’s receipt of notice of the breach or failure, the Breaching Party will remedy the breach or failure or, if the other Party reasonably determines that the breach or failure is not capable of remediation within such 30-day period, the Breaching Party will provide the other Party with a detailed plan setting forth the steps to be taken by the Breaching Party to cure the breach or failure and the period of time required to cure such breach or failure (which period shall be within 60 days after the Breaching Party’s receipt of notice of the breach or failure). If the Breaching Party fails to remedy the breach or failure or to provide a cure plan in accordance with this Section, the other Party may terminate this Agreement upon 30 days’ notice to the Breaching Party in accordance with Section 13.8.

(b) The other Party may either accept or reject the cure plan and shall provide notice thereof to the Breaching Party in accordance with Section 13.8 within 5 business days after receipt of such plan. If the cure plan is accepted or if the other Party fails to provide notice of acceptance or cure within such 5 business day period, the Breaching Party will implement the cure plan and shall provide the other Party with periodic progress reports regarding such implementation. If the cure plan is rejected, the Breaching Party and the other Party will work in good faith to develop a cure plan that is acceptable to both the Breaching Party and the other Party. If the Breaching Party and the other Party are unable to develop a mutually acceptable cure plan, the Breaching Party or the other Party may submit the dispute to the dispute resolution procedures set forth in Section 12.1.

(c) In the event: (A) the Breaching Party and the other Party are unable to reach agreement on a cure plan after submission of the dispute to the dispute resolution procedures set forth in Section 12.1 within 30 days after the initial submission of the cure plan, or (B) the Breaching Party fails to cure the breach or failure within the applicable period of time set forth in the cure plan, the other Party may terminate this Agreement immediately upon notice to the Breaching Party in accordance with Section 13.8.

4.3 Termination By HealtheConnections In Connection With Loss of NYS Funding. HealtheConnections may terminate this Agreement upon not less than 30 days’ notice to Subcontractor in accordance with Section 13.8 in the event of the loss by HealtheConnections of funding from New York State under the NYS Contract.

4.4 Termination In Connection With Transfer Or Dissolution. Either Party may terminate this Agreement upon not less than 30 days’ notice to the other Party in accordance with Section 13.8 in the event of the winding up, transfer of substantially all of a Party’s assets, merger, or dissolution of a Party’s business or operations.

4.5 Termination On 90 Days' Notice. Either Party may terminate this Agreement without cause upon not less than 90 days' notice to the other Party in accordance with Section 13.8.

4.6 Termination In Connection With Bankruptcy or Insolvency. Either Party may terminate this Agreement upon not less than 120 days' notice to the other Party in accordance with Section 13.8, subject to applicable federal and state Laws relating to bankruptcy and insolvency proceedings, if the other Party shall appoint or consent to the appointment of a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, file a petition for dissolution in accordance with N.Y. NOT-FOR-PROFIT CORP. LAW § 1102(a)(1)(A), make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization of such Party or arrangements with creditors or to take advantage of any insolvency Law, or if an order, judgment or decree shall be entered by any Regulatory Authority, on the application of a creditor, adjudicating such Party bankrupt or insolvent, and such order, judgment or decree shall continue unstayed and in effect for a period of 90 days.

4.7 Effect of Expiration or Termination. Upon the non-renewal, expiration, or termination of this Agreement for any reason, HealtheConnections shall pay Subcontractor for all Services and Deliverables provided prior to the date of non-renewal, expiration, or termination as well as all non-cancelable expenses incurred by the Subcontractor prior to the date of non-renewal, expiration, or termination in accordance with Section 3.2 of the Agreement. Except as expressly set forth herein, neither Party will have any other obligation or liability to the other Party in connection with any termination.

5. SUBCONTRACTOR STAFF; SUBCONTRACTING

5.1 Subcontractor Staff Generally. Subcontractor shall furnish, at its sole cost and expense, all of the persons performing the Services (whether employees of Subcontractor or any subcontractor, "**Subcontractor Staff**").

5.2 Subcontracting.

(a) Subcontractor may subcontract a part of the Services to any reasonably well qualified person or entity with the prior written approval of HealtheConnections. Subcontractor remains liable for the performance of the subcontracted Services and for compliance by any subcontractor with the provisions of this Agreement. Subcontractor shall be responsible for the actions or omissions of any subcontractor and shall retain any such liability and responsibility under this Agreement as if such subcontracted activities were performed by Subcontractor, including a subcontractor's disclosure of Confidential Information or failure to comply with the provisions of a Statement of Work.

(b) Any subcontractor having access to Confidential Information of HealtheConnections shall execute an undertaking in favor of HealtheConnections, containing terms and conditions substantially similar to those set forth in this Agreement relating to Confidential Information.

6. RECORD RETENTION; AUDITS; REPORTS.

6.1 Record Retention. Subcontractor shall retain, and HealtheConnections shall retain records related to the subject matter of this Agreement: (A) through the end of the 6th full calendar year after the end of the last fiscal year of Subcontractor during which any Services or Deliverables are being provided by Subcontractor to HealtheConnections through a Statement of Work, or (B) if longer, such period as is required by applicable Laws ("**Retained Records**"). To the extent not in violation of privacy rights of third parties and provided that neither Party shall have an obligation to waive applicable attorney-client, auditor-client or other legal privilege, each Party shall at all times during the Term, and thereafter, make available, or cause to be made available, to the other

Party for inspection by its authorized representatives during regular business hours, at the place where such Retained Records are located, such Retained Records as are reasonably determined by the requesting Party to be necessary: (A) to perform and carry out its responsibilities hereunder, (B) for the defense of any legal or administrative action or claim arising under this Agreement and relating to any Retained Records, or (C) subject to Section 11, to defend or prosecute any legal or administrative action or claim brought by or against a third party relating to the Statement of Work. The requesting Party shall give the other Party 10 days' prior written notice of its need for any such records, and any such inspection shall be conducted without material interference with the operations of such other Party.

6.2 Regulatory Audits. In the case of an audit performed by or on behalf of any Regulatory Authority (a "**Regulatory Audit**"), which may be performed during business hours upon reasonable notice (in light of the prior notice, if any, provided by the applicable Regulatory Authority) each Party will provide to the Regulatory Authority or to the other Party for delivery to the Regulatory Authority the Retained Records and access to such Party's facilities to the extent required by such Regulatory Authority.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES.**

7.1 Representations, Warranties and Covenants. Each Party hereby represents and warrants to the other Party that: (i) it has all requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and thereby, to grant any rights it purports to grant hereunder, and to perform its obligations hereunder in accordance with the terms hereof, and (ii) all necessary action required to have been taken by it or on its behalf has been taken to authorize the execution and delivery of this Agreement and the other agreements contemplated hereby, the consummation of the transactions contemplated hereby and thereby, the granting of any rights it purports to grant hereunder and thereunder, and the performance of its obligations hereunder and thereunder.

8. **CONFIDENTIAL INFORMATION.**

8.1 Use of Confidential Information. A Party receiving Confidential Information from the other Party (the "**Receiving Party**") shall not: (a) use the Confidential Information of the Party making a disclosure of Confidential Information to the Receiving Party (the "**Disclosing Party**") except as necessary to perform its obligations or exercise its rights hereunder; or (b) disclose or otherwise allow access to the Confidential Information of the Disclosing Party to any individuals or third parties except as provided in Section 8.2 and Section 8.3 of this Agreement. In addition, the Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same level of care as it protects its own confidential information of similar nature, but not less than a reasonable level of care.

8.2 Permitted Disclosure. The Receiving Party may disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's officers, directors, employees, professional advisors (including accountants), contractors, service providers and other agents and representatives to the extent such disclosure is necessary for the current or future performance of their obligations or exercise of rights with respect to the Receiving Party under this Agreement; provided, however, that the Receiving Party shall cause such Confidential Information to be (through legally binding obligations of confidentiality and non-disclosure) held in confidence by the recipient to substantially the same extent and in substantially the same manner as required under this Agreement.

8.3 Exceptions. The obligations of confidentiality and restrictions on use as set forth in this Agreement shall not apply to any Confidential Information that: (a) is in the public domain or is otherwise publicly known, without any breach hereof; (b) was previously known prior to disclosure by the Disclosing Party hereunder to the Receiving Party free of any obligation to keep it confidential; (c) was rightfully received by the

Receiving Party from a third party whose disclosure would not violate a confidentiality obligation owed by such third party to the Disclosing Party and which disclosure was not in breach of this Agreement; (d) was subsequently and independently developed by officers, directors, employees, professional advisors (including accountants), contractors and other agents of the Receiving Party without reference to such Confidential Information disclosed under this Agreement; (e) is required to be disclosed by applicable Law; or (f) was expressly approved for release by the written authorization of the Disclosing Party.

8.4 Return Upon End of Term. Following expiration or termination of this Agreement for any reason, each Party, except as set forth in the next sentence, thereafter: (a) shall not use, recreate or reproduce, and shall cause its officers, directors, employees, professional advisors (including accountants), contractors and other agents and representatives to not thereafter use, recreate or reproduce, Confidential Information of the other Party, or (b) shall not disclose, or permit its officers, directors, employees, professional advisors (including accountants), contractors and other agents and representatives to disclose, Confidential Information of the other Party to any third party. Upon expiration or termination of this Agreement for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of the other Party and shall retain no copies thereof; provided, however, that each Party shall retain or cause to be retained copies of Confidential Information of the other Party to the extent required by the Statewide Policy Guidance, and may use Confidential Information of the other Party, subject to this Section 8, to verify or document the performance or receipt of the Services, Deliverables, and financial information relating thereto, for audit purposes, and to enforce its rights and defend itself from any claims or causes of action related to this Agreement, the Services, Deliverables or the other Party.

8.5 Remedies. Each Party recognizes and agrees that the covenants set forth in this Section 8 are reasonable and properly required for the protection of the information, activities and business of the other Party. Each Party agrees that the violation of the covenants or agreements in this Section 8 would cause irreparable harm to the other Party, that the remedy at law for any violation or threatened violation thereof would be inadequate and that, in addition to any other remedies available at law or in equity, the Party seeking enforcement of the covenants set forth in this Section 8 may seek temporary and permanent injunctive or other equitable relief.

9. COMPLIANCE MATTERS.

9.1 Compliance with Laws. In the performance of its respective obligations under this Agreement, the Parties shall, to the extent and in the manner required by applicable Law, comply with all Laws to the extent applicable to the performance of such Person under this Agreement. Each Party shall be responsible for any failure on the part of itself or any of its agents to comply with such applicable Laws.

10. INSURANCE.

10.1 Insurance. Each Party, at its sole cost and expense, shall at all times it is engaged in any activity relating to this Agreement, maintain liability insurance in accordance with **Exhibit D** to this Agreement.

10.2 Reporting Requirements. Upon becoming aware of the occurrence of any incident or report involving the use of or access to, whether or not involving Unauthorized Use, the Services or any component thereof involving illness, injury, death, property damage or other loss, HealtheConnections or Subcontractor, as applicable, shall investigate the nature and severity of the circumstances leading to such incident or report. Each of HealtheConnections and Subcontractor shall report to each other: (a) within 5 days after becoming aware of the occurrence thereof, any such incident or report and any preliminary or final findings of the investigation, and (b) within 7 days after the filing thereof, any third-party claim or lawsuit filed against it arising from or related to use of or access to the Services or any component thereof. After reporting the occurrence of any such incident or report pursuant to this Section 10.2, HealtheConnections or Subcontractor, as applicable, shall provide a

supplemental report to the other Party, without unreasonable delay, containing the findings and conclusions of its investigation into the incident or report to the extent not provided concurrent with the initial report.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY.

11.1 Indemnification and Liability. Each Party (each, an “**Indemnifying Party**”) shall: (i) indemnify and hold harmless the other Party and its directors, officers and employees (collectively, the “**Indemnified Party**”) from and against any losses, damages or liabilities (including reasonable costs and expenses, and excluding attorneys’ fees, in each case, incurred by the Indemnified Party in connection with any third party claim, action, lawsuit, proceeding or investigations) (“**Losses**”) awarded or otherwise paid by the Indemnified Party to any third party (whether pursuant to a court order, or as part of a settlement approved by the Indemnifying Party) arising out of any action, suit, proceeding or other claim, or any threat thereof (whether civil, criminal, administrative, arbitral, investigative or otherwise) against any Indemnified Party (including by any Regulatory Authority); and (ii) shall be liable to the Indemnified Party for any direct damages (including reasonable costs and expenses, and excluding attorneys’ fees, in each case, incurred by the Indemnified Party in connection with any third party claim, action, lawsuit, proceeding or investigations), not to include any indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, including without limitation lost or prospective profits, whether based in contract, warranty, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof, (“**Damages**”) suffered by the Indemnified Party, in each case to the extent:

- (a) arising out of any failure of the Indemnifying Party to comply with Law in connection with its performance under this Agreement;
- (b) relating to a violation of HIPAA or HITECH by Indemnifying Party; or
- (c) relating to the gross negligence of Indemnifying Party in connection with this Agreement.

11.2 Indemnification Procedure. If any claim is commenced against an Indemnified Party entitled to indemnification under Section 11.1, prompt notice thereof shall be given by the Indemnified Party to the Indemnifying Party. The Parties shall agree upon the Party who will be responsible for the defense of such claim; provided, however, that if the Parties cannot agree upon the Party who will be responsible for the defense of such claim within 15 days after receipt by the Indemnifying Party, (1) the Indemnifying Party shall immediately take control of the defense of such claim and shall engage attorneys acceptable to the Indemnified Party (which acceptance shall not be unreasonably withheld) to defend such claim; and (2) the Indemnified Party shall cooperate with the Indemnifying Party (and its attorneys) in the defense of such claim. The Indemnified Party may, at its own cost and expense, participate (through its attorneys or otherwise) in such defense. If the Indemnifying Party does not assume control over the defense of a claim as provided in this Section, the Indemnified Party may defend the claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party. If the Indemnifying Party assumes control over the defense of a claim as provided in this Section, the Indemnifying Party may not settle such claim without the consent of the Indemnified Party if the settlement provides for relief other than the payment of monetary damages or for the payment of monetary damages for which the Indemnified Party will not be indemnified in full pursuant to this Section 11.

11.3 Sole Recourse; Assignment of Insurance Rights.

(a) Except as otherwise set forth in this Section 11.3, in each case, the aggregate liability of the Indemnifying Party to the Indemnified Party for any Losses or Damages incurred by the Indemnified Party arising under or in connection with this Agreement will be limited to: (1) in the event that the Losses or Damages are subject to insurance coverage, (i) the insurance proceeds actually recovered by the Indemnifying Party, plus

(ii) any amounts actually received by the Indemnifying Party from third-party service providers and suppliers, in each case in respect of the claim giving rise to such Losses or Damages; or (2) in the event that the Losses or Damages are not subject to insurance coverage, (i) One Million Dollars (\$1,000,000), plus (ii) any amounts actually received by the Indemnifying Party from third-party service providers and suppliers in respect of the claim giving rise to such Losses or Damages; provided, however, that in either event any Losses or Damages caused by the intentional acts or omissions of the Indemnifying Party shall not be subject to such limitation. Except as otherwise provided in Section 8.5 and Section 11.3(c), Section 11.1, as limited by this Section 11.3(a), shall constitute the sole and exclusive recourse of the Indemnified Party with respect to any Losses or Damages incurred by the Indemnified Party or any other liability of Indemnifying Party to the Indemnified Party, in connection with this Agreement, regardless of the theory under which any claim for Losses, Damages or such other liability is made.

(b) To the extent that either Party is liable to the other Party pursuant to Section 11.1 for any Losses or Damages, the Indemnifying Party will use commercially reasonable efforts, at its sole expense, to secure all available insurance proceeds for the benefit of the Indemnified Party from the Indemnifying Party's insurers. This obligation includes, where warranted, retention of specialized insurance counsel to assist in securing such proceeds.

(c) With respect to any Losses or Damages to which Section 11.1 applies, the Indemnifying Party hereby assigns to the Indemnified Party the rights to proceeds of any insurance maintained by the Indemnifying Party covering such Losses or Damages. Notwithstanding the obligations of the Indemnifying Party set forth in Section 11.3(b), the Indemnified Party at any time may elect, at its sole discretion and expense, to assume from the Indemnifying Party responsibility for pursuing insurance recovery, in its own name or as assignee of rights held by the Indemnifying Party, with respect to any rights to insurance proceeds assigned to the Indemnified Party pursuant to this Section 11.3(c); provided, however, that if the Indemnifying Party, prior to such election, has failed to comply with its obligations pursuant to Section 11.3(b), the Indemnifying Party shall, notwithstanding the limitations set forth in Section 11.3(a), be liable to the Indemnified Party for all reasonable costs incurred by the Indemnified Party in pursuing insurance recovery on its own behalf, including any attorneys' fees. If the Indemnified Party elects to assume responsibility for pursuing insurance proceeds from one or more of the Indemnifying Party's insurers pursuant to this Section 11.3(c), the Indemnifying Party shall assist and cooperate with the Indemnified Party in the pursuit of such proceeds to the fullest extent commercially reasonable.

(d) To the extent that the assignment of rights to insurance proceeds contemplated by Section 11.3(c) is deemed to invalidate or diminish the availability of insurance proceeds under any of the Indemnifying Party's insurance policies to cover Losses or Damages to which Section 11.1, the Parties mutually intend that Section 11.3(c) not be enforced or enforceable.

12. DISPUTE RESOLUTION.

12.1 Informal Dispute Resolution.

(a) The Parties shall attempt to resolve all disputes between HealtheConnections and Subcontractor arising out of or in any way connected with the execution, interpretation or performance of this Agreement, the performance or receipt of the Services or Deliverables hereunder or the relationship created hereby, in accordance with this Section 12.1. If a dispute cannot be resolved in accordance with this Section 12.1, the Parties may resort to the procedures set forth in Section 12.2.

(b) When a dispute arises between HealtheConnections and Subcontractor arising out of or in any way connected with the execution, interpretation or performance of this Agreement, the performance or

receipt of the Services or Deliverables hereunder or the relationship created hereby: (i) HealtheConnections or Subcontractor, as applicable, will send a notice to the other Party containing a detailed description of the issue under dispute, the good faith basis for the dispute and a recommendation for resolution; and (ii) within 15 days after receipt of such notice, the Parties will meet and confer in good faith at a mutually agreeable location to attempt to resolve the dispute promptly.

12.2 Arbitration. The Parties may, upon mutual written consent, resolve any dispute between HealtheConnections and Subcontractor which cannot be resolved in accordance with Section 12.1 by agreeing to submit the dispute to binding arbitration. Any such arbitration shall be conducted in Onondaga County, New York and in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (such rules, together with the applicable provisions of such procedures, the “**AAA Rules**”).

13. MISCELLANEOUS.

13.1 Successors and Assigns; Third-Party Beneficiaries. This Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns. The terms and provisions of this Agreement are intended solely for the benefit of each Party and its respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

13.2 Entire Agreement; Interpretation. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter. Notwithstanding the foregoing, in the event of any conflicts of provisions among documents, the provisions in the following documents shall take precedence: (i) the Business Associate Agreement; (ii) the applicable Statement of Work, (iii) the Exhibits, and (iv) the Agreement (exclusive of the Exhibits and Schedule).

13.3 Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to contracts executed and performed in that state, without giving effect to choice-of-laws principles. Subject to Section 12, with respect to any legal action, suit or proceeding by a Party arising out of this Agreement, each Party consents to the exclusive jurisdiction and venue of the United States District Court for the Northern District of New York or the state court of the State of New York located in or having jurisdiction over Oneida County.

13.4 Fair Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

13.5 Independent Contractors. Notwithstanding any provision contained herein to the contrary, each of HealtheConnections and Subcontractor understand and agree that the Parties hereto intend to act and perform as independent contractors and that therefore neither HealtheConnections nor Subcontractor is an employee, partner, joint venturer, of the other. Nothing in this Agreement shall be construed as placing the Parties in a relationship of employer-employee, partners or joint venturers. Neither Party shall have the right to make any promises, warranties or representations, or to assume or create any obligations, on behalf of the other Party, except as otherwise expressly provided herein. HealtheConnections and Subcontractor agree to be solely and entirely responsible for their respective acts and, to the extent provided under the Laws, for the acts of any of their respective officers, directors, employees, professional advisors (including accountants), contractors and other agents, except as otherwise expressly provided herein.

13.6 Force Majeure. Subcontractor and HealtheConnections shall not be liable to each other for any failure or delay in performance of this Agreement to the extent such failure or delay arises out of a cause beyond the reasonable control of such Party. Such causes may include, but shall not be limited to, acts of God, acts of a public enemy, acts of a civil or military authority, fires or other catastrophes, labor disputes, strikes, delays in transportation or third-party delivery services, outages of a non-proprietary electrical or telecommunications network, riots or war, terrorism, changes in Regulatory Authority regulations (a “**Force Majeure Event**”), but shall not be deemed to include failures or delays in receiving electronic data other than as a result of outages of the electrical or telecommunications network or problems experienced by Subcontractor as a result of a failure of software or hardware of Subcontractor. Notwithstanding the occurrence of a Force Majeure Event, Subcontractor shall implement its business continuity and disaster recovery plans, except to the extent such implementation is affected by a Force Majeure Event.

13.7 No Warranties. THE WARRANTIES EXPRESSLY INCLUDED HEREIN ARE IN LIEU OF, AND EACH PARTY HERETO HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13.8 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder, unless otherwise stated, shall be deemed effectively given when personally received by the intended recipient, and shall be sent by: (a) email or facsimile transmission with non-automatic acknowledgment (which need not satisfy the requirements of this Section) from the recipient indicating receipt; (b) express or overnight courier with proof of delivery; or (c) United States Postal Service, certified or registered mail with signed return receipt, addressed to the person or persons identified herein. Notwithstanding the foregoing, any notice of breach or termination must be sent by the method specified in clause (b) or (c) of this Section 13.8. Either Party may change the person and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein. The initial notification information is:

Subcontractor Addresses for Notice:

The address set forth in the preamble
Attn: Phyllis Ellis, Director of Health
E-mail: pellis@ocgov.net
Fax: 315-266-6138

with a copy to:

Attn: Peter Rayhill, Esq.
Oneida County Attorney
Email: Countyattorney@ocgov.net
Fax: 315-798-5603

HealtheConnections Addresses for Notice:

The address set forth in the preamble
Attn: Robert J. Hack, Executive Director
E-mail: rhack@healtheconnections.org
Fax: 315-407-0053

with a copy to:

Rachel Kramer
Director, Population Health Improvement
Email: rkramer@healtheconnections.org
Fax: 315-407-0053

13.9 Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by fax or electronic delivery in pdf format shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions hereof.

13.10 Survival. The provisions of Section 6, Section 8, Section 11, Section 12, this Section 13, and any other Section which by its nature or terms would be reasonably understood to have been intended to survive shall survive any termination or expiration of this Agreement.

13.11 Severability. If any provision of this Agreement is determined by competent judicial authority to be invalid or unenforceable, that provision shall be deemed stricken herefrom and the remainder of this Agreement shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties, as evidenced herein. In such an event, the Parties shall promptly replace the severed provision with the provision that will come closest to reflecting the intention of the Parties underlying the severed provision, but that is valid, legal, and enforceable.

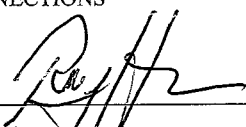
13.12 No Waiver. Waiver by a Party of any term or condition of this Agreement, or of any breach or default by the other Party hereunder, shall be effective only if made in writing and signed by an authorized representative of the Party waiving compliance herewith. Any such waiver so signed shall be effective only in the specific instance, and for the specific purpose, stated in such writing, and no waiver shall be deemed a waiver of any other term, condition, breach, or default, irrespective of whether similar to that waived. No failure to exercise, and no delay in exercising, on the part of either Party, any right, power, or privilege hereunder shall constitute a waiver thereof, nor will either Party's exercise of any right, power, or privilege hereunder preclude further exercise of the same right, power, or privilege, or the exercise of any other right, power, or privilege, hereunder.

13.13 Assignment. Neither Party shall assign this Agreement without the prior consent of the other Party. This Agreement shall be binding upon the successors and permitted assigns of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized signatories on the date first above written.

HEALTH ADVANCEMENT COLLABORATIVE OF
CENTRAL NEW YORK, INC., D/B/A
HEALTHCONNECTIONS

Oneida County

Signature: 
Name: ROBERT J. HACK
Title: PRESIDENT / CEO
Date: 2/26/19

Signature: _____
Name: Anthony J. Picente, Jr.
Title: County Executive
Date: _____

EXHIBIT A
DEFINED TERMS

As used in this Agreement, the following terms have the meanings set forth below:

“Clinical Data” means data relating to patient identity, care or condition, healthcare services utilization management or healthcare quality management.

“Confidential Information” of a Party means information (and documentation) which (1) is identified in writing as confidential, restricted, proprietary or in any similar manner, or (2) based upon the nature of the information (or documentation) or the circumstances under which it was disclosed, accessed, or learned, a reasonable person would understand is confidential, including, for example: (a) intellectual property (including, but not limited to Patents, Trademarks and Copyrights), in each case, of a Party, its affiliates or its customers, suppliers (including contractors) and other third parties doing business with such Party; (b) financial and business plans and data of a Party; (c) personal data, information (and documentation) relating to human resource operations, policies and procedures of a Party; (d) statistical information of a Party; (e) marketing plans (including marketing data, strategic plans, and client information); (f) product plans (including technical data, service specifications, product specifications, and computer programs) of a Party; (g) either Party’s client or customer data and client business information (including client names and client lists); and (h) anything developed by reference to the information described in this definition, in each case except to the extent any such information is required by applicable Laws or the Statewide Policy Guidance to be made publicly available. Notwithstanding the foregoing, Confidential Information shall not include Clinical Data or Protected Health Information.

“Damages” means the Subcontractor Damages or the HealtheConnections Damages, as applicable.

“Laws” means any constitutional provision, federal, state or local statute, ordinance or other law, rule, regulation, interpretation, judgment, decree or order of any Regulatory Authority or any settlement agreement or compliance agreement with any Regulatory Authority, as well as any change, supplement or amendment thereto.

“Losses” means the Subcontractor Losses or the HealtheConnections Losses, as applicable.

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, union, association, court, agency, government, tribunal, instrumentality, commission, arbitrator, board, bureau or other entity or authority.

“Protected Health Information” has the same meaning as the term “Protected Health Information,” as defined in 45 C.F.R. 160.103.

“Regulatory Authority” means (a) any national, state or local government, any political subdivision thereof; (b) any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department or bureau; (c) any commission or entity that contracts with a governmental entity to administer or assist in the administration of a government program; or (d) any arbitrator with authority to bind a Party under any Laws.

“Unauthorized Use” means:

- (i) any attempt at or any action that results in circumventing the access controls or access policies of HealtheConnections;
- (ii) use other than in accordance with applicable Laws and policies including, without limitation, the Medicare Shared Savings Program, Section 3022 of the Affordable Care Act (Patient Protection and Affordable Care Act, Pub. L. No. 111-48 (2010) and the Health Care and Education

Reconciliation Act of 2010, Pub.L. No. 111-52 (2010)) the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (Aug. 21, 1996), the Gramm-Leach-Bliley Act of 1999, Pub.L. No. 106-102, 113 Stat. 1338 (Nov. 12, 1999), Export Administration Act of 1979, Pub.L. 96-72, 93 Stat. 503 (Sept. 29, 1979), applicable state and local Law relating to privacy and the protection of personal information and any privacy policies posted on any website or contained in any written materials relating to SHIN-NY or the SHIN-NY;

- (iii) use in violation of intellectual property, privacy, publicity, proprietary information rights and policies of others; and
- (iv) use other than in accordance with the express terms of this Agreement or applicable Law.

EXHIBIT B
NYS CONTRACT REQUIREMENTS

1. Licenses And Certifications. Subcontractor 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, as applicable, pursuant to the Agreement and/or any subcontract entered into under the Agreement. Subcontractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Agreement, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event Subcontractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the Services, as applicable, under the Agreement, Subcontractor shall immediately notify HealtheConnections.

2. Non-Discrimination Requirements. Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, Subcontractor 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.

3. Equal Employment Opportunities. If this Agreement is over \$25,000.00 and for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon, except where such work is for the beneficial use of HealtheConnections, then Subcontractor agrees to the following:

(a) Subcontractor shall make and document its conscientious and active efforts to employ utilize minority group members and women in its work force on this Agreement;

(b) Subcontractor 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;

(c) At the request of New York State, Subcontractor 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 Subcontractor's obligations herein; and

(d) Subcontractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Agreement, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

4. Additional Acknowledgements Concerning NYS Contract. Subcontractor acknowledges and agrees that:

(a) the Services performed by Subcontractor will be in accordance with the terms of the NYS Contract;

(b) nothing contained in this Agreement shall impair the rights of New York State under the NYS Contract;

(c) nothing contained in this Agreement, nor under the NYS Contract, shall be deemed to create any contractual relationship between Subcontractor and New York State; and

(d) Subcontractor will cooperate with and assist HealtheConnections as necessary in order for HealtheConnections to fulfill its obligations under the NYS Contract, including but not limited to: (i) furnishing HealtheConnections any information and documentation requested by New York State, including information the State needs to determine whether Subcontractor is a responsible vendor; and (iii) completing and furnishing to HealtheConnections a "Vendor Responsibility Questionnaire."

EXHIBIT D
INSURANCE

1. HealthConnections' Insurance. HealthConnections, at its sole cost and expense, shall at all times it is engaged in any activity relating to this Agreement, maintain liability insurance covering such activities of HealthConnections of the following coverage types and to include the following features:

(a) Commercial General Liability, including Products Liability insurance, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 Products Aggregate, and \$2,000,000 Annual Aggregate, and a \$1,000,000 Umbrella Policy, which provides a total limit of \$2,000,000 per occurrence, \$3,000,000 Products Aggregate and \$3,000,000 annual aggregate;

(b) Network Security and Privacy Liability insurance in the minimum amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate; the aggregate limit for all coverage under this subsection (b) is \$3,000,000 except for Privacy Notification and Monitoring Costs for affected persons, which are in addition to the aggregate limit;

(c) Workers' Compensation insurance, with limits in compliance with applicable Laws;

(d) Directors and Officers Liability insurance, in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate; and

(e) such other policies of insurance as may from time to time be required under the NYS Contract or applicable Laws.

2. Subcontractor's Insurance. Subcontractor, at its sole cost and expense, shall at all times it is engaged in any activity relating to this Agreement, maintain liability insurance covering such activities of Subcontractor. The Subcontractor has the following coverage types with the following features:

(a) Commercial General Liability in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 Annual Aggregate, and a \$10,000,000 Excess Liability Policy; and

(b) Workers' Compensation insurance, self-insured in compliance with applicable Laws;

(c) Public Officials Liability insurance, in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate; and

(d) such other policies of insurance as may from time to time be required under the NYS Contract or applicable Laws.



SCHEDULE A

STATEMENT(S) OF WORK

CONTRACT WITH

Oneida County Health Department ("County Agent")

Population Health Improvement Program (PHIP) Statement of Work

Contract Period: January 15, 2019 – December 31, 2019

This Statement of Work ("SOW") is subject to the terms of a Master Services Agreement ("MSA") between the Parties, dated January 15, 2018. In the event the terms of this SOW conflict with the terms of the MSA, the terms of this SOW shall govern.

Oneida County through its Health Department ("County Agent") will serve as the coordinating point for county-level stakeholders and organizations in Oneida County and will be the liaison with HealthConnections (HeC) to support HeC in its role as the New York State-designated Population Health Improvement Program (PHIP) for six counties in Central New York (Madison, Oneida, Cortland, Cayuga, Oswego and Onondaga).

SCOPE OF WORK:

Under this contract, the County Agent will:

1. Advance the New York State Prevention Agenda and SHIP priorities through participation in the planning and implementation of each county's Community Health Assessment (CHA), Community Health Improvement Plan (CHIP) and hospital Community Service Plans (CSP), in collaboration with the local health department and local hospitals.
2. Attend monthly PHIP Steering Committee meetings and PHIP regional meetings.
3. Participate and contribute to regional PHIP activities as a member of the PHIP Steering Committee, and by assisting with the implementation of regional population health improvement initiatives in Oneida County.
4. Develop the 2019 Oneida County Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) through a collaborative process of stakeholder engagement, community input, resource assessment and priority-setting.
5. Support implementation of priority health initiative strategies identified in the 2019 CHIP.
6. In addition to, or as part of the CHA process, convene members of the Oneida County Health Coalition (OCHC) and OCHC Steering Committee to analyze data for select health topics, collect

qualitative feedback, and identify community resources and evidence based resources to address the issue and develop, promote and disseminate topical health report cards.

7. Provide staffing and other resources to support the ongoing facilitation of the Oneida County Overdose Response Team and implement initiatives to reduce overdose deaths using data and surveillance, peer recovery response, training, public education and other strategies identified by the team.
8. Convene stakeholders in Oneida County to collaborate on county-specific efforts to improve population health, to elicit input on county-specific PHIP activities, and to share best practices and innovative strategies. Key stakeholders include, but are not limited to, healthcare and behavioral health providers, the local county health department, social services organizations, hospitals, businesses and other community-based organizations serving Oneida County.
9. Submit agendas and minutes from county level stakeholder meetings to HeC each month.

PAYMENTS AND FEES:


County agents will receive a monthly payment of **\$3,400** for this contract, to cover the cost of personnel, travel, materials and supplies needed to fulfill the scope of work outlined above. The County Agent will submit a monthly invoice and report to HeC (using the HeC PHIP monthly report template) within 10 days of the last day of each month.

EXTENSION & TERMINATION

The term of the contract may be extended or its scope of work modified by joint agreement of both parties. It may be terminated by either party with or without cause upon thirty (30) days prior written notice.

Health Advancement Collaborative of Central New York, Inc. d/b/a HealtheConnections

Oneida County

By: 
Robert Hack, President and CEO

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

Date: 2/26/19

Date: _____

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

December 27, 2018

FN 20 19 124

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

Please find an Amendment that requires both Board of Legislators action and your signature between Oneida County Department of Mental Health and Kids Oneida, Inc.

This Amendment increases the total contract amount to \$203,952.00 which reflects a Cost of Living Adjustment (COLA) in the amount reflected below.

AGENCY	SOURCE / AMOUNT	3 YR TOTAL
Kids Oneida, Inc.	OMH \$415.00	\$ 1,245.00

This funding reflects 100% OMH State Aid Funding; no County dollars are represented in this Amendment.

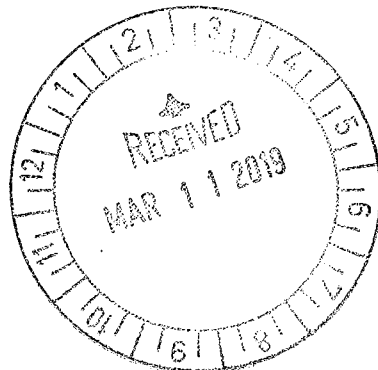
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 3-11-19

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Kids Oneida, Inc.
310 Main Street
Utica, NY 13501

Title of Activity or Service: Children & Family Intervention

Proposed Dates of Operation: January 1, 2018 through December 31, 2020
(AMENDMENT – OMH State Aid COLA)

Client Population/Number to be Served:

Summary Statements

- 1) **Narrative Description of Proposed Services:** Additional OMH State Aid COLA to support the Coordinated Children's Service Initiative.
- 2) **Program/Service Objectives and Outcomes:** The primary objective is to maintain children in the community and enhance parenting skills with the goal of keeping families intact.
- 3) **Program Design and Staffing**
The program meets the appropriate staffing model developed and monitored by the NYS Office of Mental Health (OMH) and OMH guidelines and regulations.

Total Funding Requested: \$203,952.00

Account # A4310.4951

Oneida County Dept. Funding Recommendation: \$203,952.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$203,952.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Additional OMH State Aid COLA in the amount of \$1,245.00 total for the three year term of the contract. 100% OMH State Aid

AMENDMENT

THIS FIRST AMENDMENT is by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, 13501 by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, herein collectively referred to as the "County," and Kids Oneida, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 310 Main Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency").

WITNESSETH

WHEREAS, the County and the Provider Agency entered into an agreement whereby the Provider Agency provides mental health services to Oneida County residents, hereinafter referred to as the "Original Agreement," (County contract no. 24099), a copy of which is attached hereto as Exhibit "A." The Original Agreement is in effect from January 1, 2018 through December 31, 2020;

WHEREAS, since the execution of the Original Agreement, the New York State Office of Mental Health, herein referred to as "OMH," adjusted prior funding to reflect a Cost of Living Adjustment (COLA) in the amount of \$1,245.00; and

WHEREAS, the parties are desirous of entering into this First Amendment of the Original Agreement regarding the following provisions;

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

1. Section 3 of the Original Agreement shall be replaced with the following language :

For the Services provided, the County shall reimburse the Provider Agency a maximum of Two Hundred Three Thousand Nine Hundred Fifty-Two Dollars (\$203,952.00) during the term of this Agreement. This shall include, but not be limited to, travel time, evaluation time, and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule shall be based upon submission of an Oneida County voucher to the Department of Mental Health. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the Services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix "A" is the Provider Agency's contract budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
2. Appendix "A" of the Original Agreement, which is the Provider Agency's contract budget, shall be replaced with the Appendix "A" attached to this First Amendment and made a part hereof.

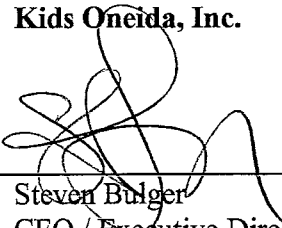
3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS THEREOF, the County and the Provider Agency have signed this First Amendment on the day and year first above written.

County of Oneida

Kids Oneida, Inc.

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

By: _____

Steven Bulger
CEO / Executive Director

Approved

Maryangela Scalzo, Esq.
Assistant County Attorney

AGREEMENT

THIS AGREEMENT between **Oneida County**, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its **Department of Mental Health**, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Kids Oneida Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 310 Main Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide specialized treatment and community based and/or in-home services for children and youth diagnosed with a serious emotional disturbance or a severe behavioral disorder and their families;
 - b. Assign a coordinator/manager to monitor and oversee all interim individualized services developed and implemented via Children & Youth Single Point of Access and Accountability (SPOA/A);
 - c. Ensure that the assigned coordinator/manager will:
 - i. Assign and/or confirm identified provider for family;
 - ii. Act as a liaison between SPOA/A, agency personnel, and other service providers as necessary and appropriate;
 - iii. Attend all care-specific and programmatic meetings convened by OCDMH's SPOA/A to assist in the coordination of case assignment and case reviews, and to assure the timely delivery of services;

- iv. Make available documentation of services provided within seven (7) days of service for each episode;
 - v. Provide quarterly data which includes number of children served and outcome of service.
- d. Ensure that any other provider assigned to provide services under this Agreement will:
- i. Attend an initial meeting with the family to discuss services;
 - ii. Make contact with child and/or family at least one (1) time weekly;
 - iii. Develop a behavior intervention plan within 30 days of case opening;
 - iv. Provide a copy of the behavior plan to OCDMH's SPOA/A within 14 days of the plan being developed;
 - v. Write goals that are measurable by data collection;
 - vi. Write and submit progress note for each episode within five (5) days of service date;
 - vii. Review behavior intervention plan within 60 days of case opening. Data collected should be included in any quarterly report provided to OCDMH;
 - viii. Attend a 90 day review meeting coordinated by OCDMH to discuss progress and needs. This meeting will help determine if continued interim services are needed or if the team feels more intensive services are necessary;
 - ix. Notify OCDMH Children and Youth SPOA/A if they have not had contact with the family in a two week period;
 - x. Notify OCDMH Children and Youth SPOA/A, coordinator/manager, and family of pending vacation or need for extended time off. Provider will identify back-up worker with coordinator/manager and share contact information.
- e. Perform the following when the Provider Agency arranges for the provision of behavioral management services:
- i. Develop a behavior intervention plan within 30 days of case opening;
 - ii. Provide a copy of the behavior plan to OCDMH SPOA/A within 14 days of the plan development.
3. For the Services provided, the County will reimburse the Provider Agency a maximum of Two Hundred Two Thousand Seven Hundred Seven Dollars and no cents (\$202,707.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly

payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency, in accordance with its status as an independent contractor, covenants and agrees 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 or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
- a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.

- d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors.

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

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The

County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.

- b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
- c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.

- a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
- b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any

- privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any

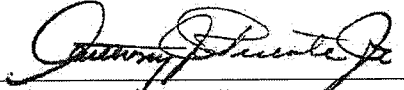
licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

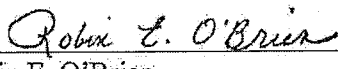
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

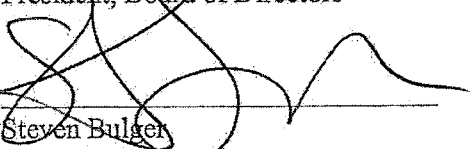
COUNTY OF ONEIDA

By:  5/4/18
Anthony J. Picente, Jr. Date
Oneida County Executive


By:  3/28/18
Robin E. O'Brien Date
Commissioner, Department of Mental Health

KIDS ONEIDA, INC.

By:  3/22/18
William McDonald Date
President, Board of Directors

By:  3-13-2018
Steven Bulger Date
Executive Director and
Chief Executive Officer

Approved

By: 
Raymond F. Bara, Esq.
Assistant County Attorney

KIDS ONEIDA, INC.		TOTAL THREE YEAR BUDGET: \$		202,707.00
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	
OASAS:	\$ -	\$ -	\$ -	
OPWDD:	\$ -	\$ -	\$ -	
COUNTY:	\$ -	\$ -	\$ -	
ANNUAL TOTAL:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	
MONTHLY VOUCHER:	\$ -	\$ -	\$ -	
LAST VOUCHER:	\$ -	\$ -	\$ -	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	
OASAS:	\$ -	\$ -	\$ -	
OPWDD:	\$ -	\$ -	\$ -	
COUNTY:	\$ -	\$ -	\$ -	
ANNUAL TOTAL:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	
MONTHLY VOUCHER:	\$ -	\$ -	\$ -	
LAST VOUCHER:	\$ -	\$ -	\$ -	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	

APPENDIX B
STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

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

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

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

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

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

1. The Contractor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

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

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

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

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

KIDS ONEIDA, INC.

TOTAL THREE YEAR BUDGET: \$

203,952.00

APPENDIX A		APPENDIX A		APPENDIX A	
YEAR	2018	YEAR	2019	YEAR	2020
OMH:	\$ 67,569.00	OMH:	\$ 67,984.00	OMH:	\$ 67,984.00
OASAS:	\$ -	OASAS:	\$ -	OASAS:	\$ -
OPWDD:	\$ -	OPWDD:	\$ -	OPWDD:	\$ -
COUNTY:	\$ -	COUNTY:	\$ -	COUNTY:	\$ -
ANNUAL TOTAL:	\$ 67,569.00	ANNUAL TOTAL:	\$ 67,984.00	ANNUAL TOTAL:	\$ 67,984.00
MONTHLY VOUCHER:	\$ 5,630.00	MONTHLY VOUCHER:	\$ 5,665.00	MONTHLY VOUCHER:	\$ 5,665.00
LAST VOUCHER:	\$ 5,639.00	LAST VOUCHER:	\$ 5,669.00	LAST VOUCHER:	\$ 5,669.00
AMENDMENT					
OMH COLA	\$ 415.00		\$ -		\$ -
	\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -
ADJUSTED TOTAL:	\$ 67,984.00	ADJUSTED TOTAL:	\$ 67,984.00	ADJUSTED TOTAL:	\$ 67,984.00



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 19-125

February 8, 2019

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of a Purchase of Service Agreement between Oneida County through its Department of Mental Health and **Helio Health, Inc. (formerly known as Syracuse Brickhouse, Inc. dba Syracuse Behavioral Healthcare)** for your review. If this Agreement meets with your approval, please forward this to the Board of Legislators for further action.

This Agreement provides for two additional months of service rendered by the Contractor pursuant to County contract no. 19305 with Syracuse Brick House, Inc., now known as Helio Health, Inc. This Agreement **shall commence upon execution and continue through July 31, 2019**. The funding amount for the term of this Agreement is **\$70,523.82**. This amount reflects **100%** of OASAS State Aid Funding for 2018.

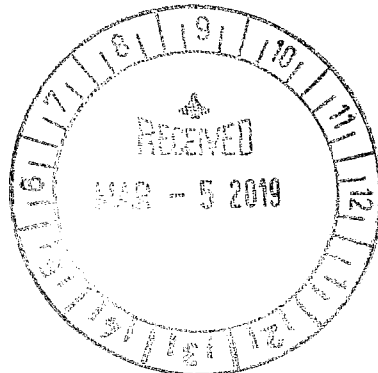
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/md
Encs.



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

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

Date 3-4-19

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Helio Health, Inc. (formerly Syracuse Brick House, Inc.)
329 North Salina Street
Syracuse, NY 13203

Title of Activity or Service: OASAS Allocated Funds to support the provisions of a 24/7 Regional Crisis Center of Addiction in the Central New York Region including: Oneida, Cayuga, Cortland, Madison, Onondaga and Oswego Counties

Proposed Dates of Operation: Upon execution- July 31, 2019

Client Population/Number to be Served: Outpatient substance abuse services to community members of the Central New York Region

Summary Statements

1) Narrative Description of Proposed Services:

- a. The Regional Crisis Center for Addition (RCCA) will provide certain services directly to RCCA service recipients, and will collaborate with providers and other supporters in the six-county region to provide other related services.
- b. RCCA staff will present individuals with treatment options within the level of care recommendation as well as community recovery services options available to them in their home county. If assessed medical/psychiatric needs require hospital care, 911 will be contacted and individual will be transported. Contractor will have letters of collaboration with area hospitals to assure appropriate continuity of care in the least restrictive setting medically/psychiatrically determined safe for the individual.

2) Program/Service Objectives and Outcomes: The primary objective of services provided will be to ensure essential addiction crisis services are available to reduce hospital admissions and provide a comprehensive screening assessment and provide treatment options within the level of care and community recovery service options within their home county.

3) Program Design and Staffing: The RCCA will provide services directly to RCCA recipients and will collaborate with providers and other supporters in the six-county region to provide other related services. RCCA staffing will include at least one Team Leader, two QHP Counselors, two Registered Nurses, two Counselor Aides,

two Peer Specialists, and one Security Guard. The RCCA will also utilize physician support from collaborating partners, including but not limited to Upstate University Hospital, on an on-call basis. The Contractor will increase staffing on demand.

Total Funding Requested (2018): \$70,523.82

Account #A4310.49540

Oneida County Dept. Funding Recommendation: \$70,523.82

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This agreement provides an additional two months of services rendered under Oneida County agreement #19305 originally established with Syracuse Brick House, Inc. Additional funds received from OASAS were provided to support the additional term.

AGREEMENT

THIS AGREEMENT by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501 by and through its DEPARTMENT OF MENTAL HEALTH, located at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and HELIO HEALTH INC, a domestic business corporation organized and existing under the laws of the State of New York, having its principal office located at 329 N Salina St, Syracuse, New York 13203, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County and the Contractor (formerly known as Syracuse Brickhouse, Inc. dba Syracuse Behavioral Healthcare) entered into an agreement whereby the Contractor provided mental health services to Oneida County residents with a term of September 1, 2019 through August 31, 2018, hereinafter referred to as the "Original Agreement" (County contract no. 19305), a copy of which is attached hereto as Exhibit A; and

WHEREAS, despite the term of the Original Agreement ending, the Contractor continued to provide the services for an additional term of September 1, 2018 through September 30, 2018, hereinafter referred to as the "Additional Term;" and

WHEREAS, the parties are desirous of entering into an agreement, through which the County can provide payment to the Contractor for services rendered during the Additional Term;

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

1. This Agreement shall be in effect upon execution through July 31, 2019.
2. The County shall pay seventy thousand five hundred twenty-three dollars and eighty-two cents (\$70,523.82) to the Contractor for services performed during the Additional Term.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS THEREOF, the County and the Contractor have signed this Agreement on the day and year first above written.

County of Oneida

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

Date

Department of Mental Health

By: Robin E. O'Brien
Robin E. O'Brien, Commissioner

2/11/2019
Date

Helio Health, Inc.

By: J. Klemanski
Jeremy Klemanski, President & CEO

2/21/19
Date

Approved:

Maryangela Scalzo, Assistant County Attorney

AGREEMENT

THIS AGREEMENT by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through its DEPARTMENT OF MENTAL HEALTH, located at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "Agency," and SYRACUSE BRICK HOUSE, INC., D/B/A SYRACUSE BEHAVIORAL HEALTHCARE, a domestic business corporation organized and existing under the laws of the State of New York, having its principal office located at 329 North Salina Street, Syracuse, New York, 13203, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the New York State Office of Alcoholism and Substance Abuse Services, hereinafter referred to as "OASAS," has allocated funds to support the provision of alcoholism and substance abuse services in the central New York region, which includes Oneida, Cayuga, Cortland, Madison, Onondaga, and Oswego Counties; and

WHEREAS, the Contractor has expressed the ability and willingness to provide outpatient alcohol and substance abuse services through a Regional Crisis Center for Addiction in Syracuse, New York; and

WHEREAS, the Contractor hereby warrants that they have the proper and necessary staff and infrastructure to provide the substance abuse treatment services described herein to and for the Oneida County Department of Mental Health;

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

1. Term:

The term of this Agreement shall be from September 1, 2017 through August 31, 2018, or until terminated according to the termination requirements contained within this Agreement.

2. Scope of Services (hereinafter "Services"):

- a. The Contractor shall establish a 24-hour per day, 7-day per week Regional Crisis Center for Addictions, hereinafter referred to as "RCCA," at the location of its NYS OASAS/OMH Integrated Outpatient Clinic at 329 North Salina Street, Syracuse, New York.
- b. The Contractor will staff the RCCA with at least the following personnel:
 - i. One (1) Team Leader;
 - ii. Two (2) QHP Counselors (Counselor IIs);
 - iii. 2 RNs;
 - iv. 2 Counselor Aides;
 - v. 2 Peer Specialists; and
 - iv. 1 Security Guard.The RCCA will also utilize physician support from collaborating partners, including but not limited to Upstate University Hospital, on an on-call basis. The Contractor shall increase staff to meet community demand.
- c. Program Design: The RCCA will provide certain services directly to RCCA service recipients, and will collaborate with providers and other supporters in the six-county region to provide other related services.
 - i. Once RCCA staff determine that an individual is appropriate to receive treatment in a community-based setting, RCCA staff will provide the individual with a comprehensive screening and assessment, to include: presenting problem and history; current substance use and history of use; current medical history; mental health screening; current and past mental health symptoms; criminal justice involvement, current and past; employment; family/social supports; and housing status. Using the NYS OASAS LOCADTR 3.0 tool, RCCA staff will present individuals with treatment options within the level of care recommendation as well as community recovery services options available to them in their home county. If assessed medical/psychiatric needs require hospital care, 911 will be contacted and individual will be transported. Contractor will have letters of collaboration with area hospitals to assure appropriate continuity of care in the least restrictive setting medically/psychiatrically determined safe for the individual.
- d. RCCA staff will work with law enforcement to refer appropriate individuals to the RCCA (rather than to hospitals). RCCA also will collaborate off-hours with hospital discharge planners, and will otherwise coordinate with others to determine which agencies in other counties are appropriate referral sites for these individuals and how to best connect those individuals with those county agencies (*i.e.*, by gathering information regarding the other agencies' walk-in hours and how they best take referrals).
- e. Key Social Determinants Impacting Care: RCCA staff conducting discharge planning shall collaborate with other components of Contractor's continuum of

care for housing to ensure a coordinated entry process. RCCA nursing staff shall assess medical needs that may be a barrier and make appropriate referrals and collaborate with other health care facilities. Peer specialists shall also assist with social supports. RCCA staff shall also utilize Inpatient and Outpatient withdrawal services as appropriate.

- f. Contractor shall make efforts to provide emergency response to individuals when such emergency response is necessary. Contractor shall also make efforts to transition individuals out of emergency rooms and off of medical floors and into appropriate treatment opportunities.
- g. Contractor will market the RCCA's services on its own marketing literature, Internet sites, and social media sites, as well as utilize its partners' marketing materials/sites. Contractor shall develop such marketing material for regional distribution.
- h. RCCA staff will utilize peers (including those working under different program initiatives), Contractor's company drivers, collaborating partners (e.g., mobile crisis services operating in the region), and law enforcement, to assist with meeting transportation needs. RCCA staff will also provide awareness of other tools regarding transportation (e.g., Medicaid cabs), and utilize hospital transportation as available.
- i. The Contractor will bill for any services provided by the RCCA, assist individuals with insurance assessment and referral, and will maintain metrics to demonstrate that the RCCA works to reduce non-essential emergency room use.

3. Payment for Services:

For the Services provided, the Oneida County Department of Mental Health will reimburse the Contractor a maximum of Four Hundred Fifty Thousand and no cents (\$450,000.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part hereof as Appendix A is the Contractor's Contract Budget for the term of this Agreement.

4. Indemnification:

The Contractor agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other

unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

5. Insurance:

a. Insurance Requirements:

- i. 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.
 - ii. 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. The 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 insureds. Coverage for these additional insureds shall include completed operations.
 - iii. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - iv. Umbrella Liability Coverage with limits of \$5,000,000 each occurrence and \$5,000,000 aggregate.
 - v. Workers Compensation and Employers Liability Insurance.
 1. Statutory limits apply.
- b. Certificates of Insurance: Prior to the start of any work the Contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- c. Waiver of Subrogation: Contractor waives all rights against the County and the Department and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Medical Malpractice/Professional Liability, Automobile Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

6. Confidentiality:

The Contractor agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

- a. It is expressly understood that as a Contractor for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The Contractor agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
- b. Accordingly, as a condition of and in consideration of access to confidential information, the Contractor promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:
 - A. The Contractor will only access confidential information for which there is a need to know; and
 - B. The Contractor will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
 - C. The Contractor will not misuse confidential information or carelessly handle confidential information.
 - ii. The Contractor will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Contractor accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Contractor will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Contractor understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Contractor understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all

times during the course of providing services under this Agreement, the Contractor will safeguard the confidentiality of all confidential information.

- vi. The Contractor will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Contractor.

7. Termination:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event Contractor defaults in the performance of any of Contractor's obligations under this Agreement, the County may terminate the Agreement effective upon written notice at any time.
- b. Upon notice of termination the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination, under the terms of this Agreement, before a final reimbursement for services rendered can occur.

8. Performance of Services:

- a. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the Services, except where Federal and/or State Laws and Regulations impose specific requirements on performance of the same.
- b. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal and/or State Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

9. Independent Contractor Status:

- a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Contractor warrants and represents that that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Contractor's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- 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.

10. 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 equipment, tools, office space, support services or other general operating expenses.

11. Training:

Contractor shall not be required to attend or undergo any training by the County. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

12. 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.

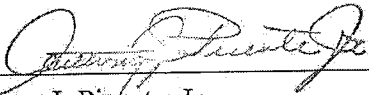
13. Entire Agreement

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

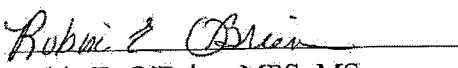
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IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first below written.

COUNTY OF ONEIDA

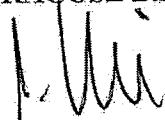
By: 
Anthony J. Picente, Jr.
Oneida County Executive

Oct. 17. 2017
Date

By: 
Robin E. O'Brien, MPS, MS
Commissioner
Oneida County Department of Mental Health

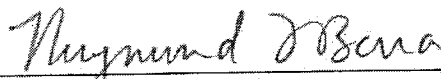
09/28/17
Date

**SYRACUSE BRICK HOUSE, INC.,
D/B/A/ SYRACUSE BEHAVIORAL HEALTHCARE**

By: 
Jeremy Klemanski
President & C.E.O.

09/08/17
Date

Approved

By: 
Raymond F. Bara, Esq.
Assistant County Attorney

**APPENDIX A
CONTRACT BUDGET 2017 - 2018**

OASAS 2017	\$225,000.00
OASAS 2018	\$225,000.00
Total State Aid	\$450,000.00
County Funds	\$0.00
TOTAL FUNDING	\$450,000.00

		# Payments	Total Amount
Monthly Voucher Amount			
September 2017 - August 2018	\$37,500.00	12	\$450,000.00
			\$0.00
			<hr/>
			\$450,000.00

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of September 2017, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

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

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

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

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

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

1. The Contractor certifies that it and its principals:

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

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

c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Workers' Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.



Oneida County
Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 ~ Phone 315-798-5456 ~ Fax 315-768-3658 ~ E-mail.ofa@ocgov.net

February 19, 2019

FN 20 19-124

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

Please find enclosed, for your review and consideration, an agreement between Oneida County, through its Office for the Aging and Continuing Care, and the City of Oneida Housing Authority.

The agreement proposes to provide \$215,000.00 in funding to the City of Oneida Housing Authority for the Jason Gwilt Memorial Senior Apartments, currently under construction at the former Sylvan and Verona Beach Elementary School in Verona, New York. The facility will create 50 new units of quality affordable housing and space for senior-oriented programming and services for Oneida County's senior population.

If the enclosed meets with your approval, kindly forward to the Board of Legislators for consideration at their next meeting. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

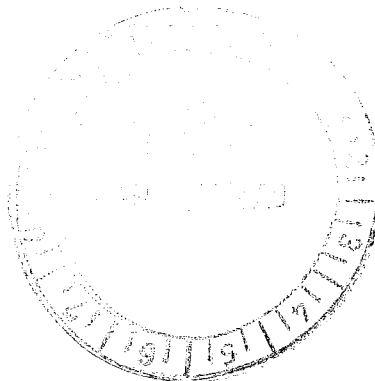
I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/ms

Enclosure



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 2-27-19

Oneida Co. Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

City of Oneida Housing Authority
226 Farrier Avenue
Oneida, New York

Title of Activity or Service:

Funding for the Jason Gwilt Memorial Senior
Apartments

Proposed Dates of Operation:

N/A

**Client Population/Number to
be Served:**

Oneida County senior residents

Summary Statements:

1) Narrative Description of Proposed Services

The City of Oneida Housing Authority is repurposing the former Sylvan and Verona Beach Elementary School in Verona, New York for use as 50 new units of senior housing and space for senior-oriented programs and services.

2) Program/Service Objectives and Outcomes:

The Jason Gwilt Memorial Senior Apartments will provide quality affordable senior housing for Oneida County residents.

3) Program Design and Staffing

N/A

Total Funding Requested:

\$215,000.00

Account #: A6143.495/15

Oneida County Dept. Funding Recommendation: \$215,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% County funds

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT (the "Agreement"), made by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, having its office at 800 Park Avenue, Utica, New York, through its Office for Aging and Continuing Care having its office at 120 Airline Street, Suite 201, Oriskany, New York, hereinafter collectively called the "County," and the City of Oneida Housing Authority, a municipal housing authority organized and existing pursuant to the laws of the State of New York, having its office at 226 Farrier Avenue, Oneida, New York, hereinafter called the "OHA."

WHEREAS, the OHA provides safe and affordable rental housing for low-income families, elderly and persons with disabilities; and

WHEREAS, the OHA plans to construct the Jason Gwilt Memorial Senior Apartments project, hereinafter called the "Project," which shall provide quality affordable housing and activity space for Oneida County's senior population; and

WHEREAS, the County deems it desirable to appropriate a sum of money to support the costs related to the Project as it shall provide valuable services to Oneida County's senior population;

NOW, THEREFORE, it is mutually agreed between the County and the OHA as follows:

1. The OHA shall ensure the Project meets all applicable federal, state and local laws, rules, codes and regulations applicable to the Project's construction and operation.
2. Once completed, the Project shall provide safe and affordable housing to Oneida County's senior population and shall prohibit discrimination based on the grounds of race, color or national origin.
3. The County shall pay to the OHA the sum of two hundred fifteen thousand dollars (\$215,000.00), which will be used to support the costs of construction for the Project. Such payment shall be made by County in one installment of \$215,000.00, after receipt of an Oneida

County Voucher presented by the OHA, on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

4. The OHA shall indemnify and hold harmless the County and its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the OHA in the performance of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year written below.


COUNTY OF ONEIDA

By: _____
ANTHONY J. PICENTE, JR.
County Executive

Date

CITY OF ONEIDA HOUSING AUTHORITY

By: 
ROBERT WALTERS
Executive Director


Date

Approved:

Maryangela Scalzo
Assistant County Attorney



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 315-798-6444

E-mail: ofa@oegov.net

December 27, 2018

FEB 20 19-127

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County, through its Office for the Aging and Continuing Care, and Presbyterian Residential Community, Inc., located at 4300 Middle Settlement Road in New Hartford, New York for your review and approval. If this Agreement meets with your approval, please forward it to the Board of Legislatures for further consideration.

This Agreement is for the provision of Adult Day Care Services. This Agreement will continue to provide community based long term care services to the frail and elderly, and assist older consumers to delay or divert nursing home placement. The total cost of this Agreement is \$79,500.00, with 75% State (\$59,625.00) and 25% (\$19,875.00) County funds. This Agreement will commence January 1, 2019 and terminate December 31, 2019.

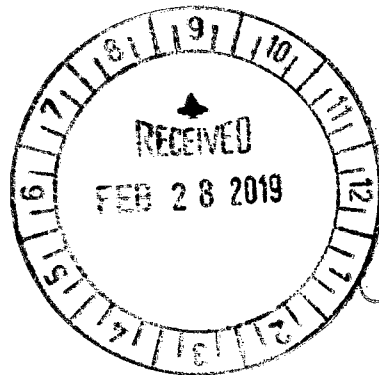
I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/jc

Enclosures



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 2-27-19

Oneida Co. Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Presbyterian Residential Community, Inc.
4300 Middle Settlement Road
New Hartford, New York 13413

Title of Activity or Service:

Social Adult Day Care

Proposed Dates of Operation:

January 1, 2019 through December 31, 2019

Client Population/Number to be Served:

Frail elderly age 60+ with functional impairment

Summary Statements

1) Narrative Description of Proposed Services

Social Adult Day Care Services is a structured five hour; five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, defined as needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and/or psycho-social impairment. Services include a noon meal and transportation to and from the program.

2) Program/Service Objectives and Outcomes:

- To provide 5-hours per week adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities – maintenance and enhancement of daily living skills, caregiver assistance and transportation
- To provide intergenerational programming to ensure a mutual beneficial social opportunity for program participants and area youth

3) Program Design and Staffing

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff; both paid and volunteer. The staff will supervise participants in a safe environment and provide appropriate activities and therapies that will enhance the participants' general wellbeing.

Total Funding Requested: \$79,500.00

Account # A6772.495.116

Oneida County Dept. Funding Recommendation: Maximum \$75.00 per day, per Consumer

Proposed Funding Sources (Federal \$/ State \$/County \$):

Federal: \$0 State: 75% (\$59,625.00) County: 25% (\$19,875.00)

Cost Per Client Served: \$75.00 per client, per five hour day

Past Performance Data: The Presbyterian Residential Community, Inc. has been operating a successful Adult Day Care program for the residents of Oneida County for a number of years.

O.C. Department Staff Comments: N/A

AGREEMENT

THIS AGREEMENT (hereinafter known as Agreement) is by and between **COMMUNITY WELLNESS PARTNERS, INC.** through its affiliate **PRESBYTERIAN RESIDENTIAL COMMUNITY, INC.**, a subsidiary of **PRESBYTERIAN HOMES & SERVICES, INC.** with each being a domestic not-for-profit corporation organized and existing under the laws of the State of New York and located at 4300 Middle Settlement Road, New Hartford, New York 13413, hereinafter collectively known as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business and offices located at 800 Park Avenue Utica, New York 13501, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "**COUNTY**;" all parties to the Agreement shall be collectively known as the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administration on Aging -Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellnes in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and providers Act (MIPPA)/ Senior Health Insurance Program (SHIP), and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM OF AGREEMENT**

The term and conditions of this Agreement shall **commence January 1, 2019** and **terminate December 31, 2019**.

2. **AGREEMENT RENEWAL**

A. At the **COUNTY'S** sole discretion, this Agreement may be renewed for an additional four (4) one-year terms.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

3. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall, as part of the terms and conditions of this Agreement, comply with the State of New York's Social Adult Day Care Regulations, New York Executive Law, Chapter 11 Part 6654.20 (9 NYCRR 6654.20).

B. The **CONTRACTOR** shall provide Social Adult Day Care Services and PCA Level II Services (collectively, the "Services") to frail individuals ("Consumers") as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement is Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. residing in rural areas,
2. with greatest economic need (with particular attention to low-income minority individuals);
3. with greatest social need (with particular attention to low-income minority individuals);
4. with severe disabilities; or
5. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** shall provide the Services in Oneida County.

D. The **CONTRACTOR** shall provide the Services pursuant to New York State laws, rules and regulations, including:

1. The Social Adult Day Care Program Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR part 6654.20), which include:
 - i. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and

monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.

- ii. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating; or needing supervision due to cognitive and/or psychosocial impairment.
- iii. "Nutrition" means providing nutritious meals for Consumers who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the **COUNTY**; and offering snacks and liquids for all Consumers at appropriate times.

2. 18 NYCRR § 505.14 and any New York state Department of Health regulations promulgated thereunder for PCA Level II Services.

E. The **CONTRACTOR** agrees that all Consumers shall receive Services only in accordance with an individualized **written** service plan that is based on the Comprehensive Assessment for Aging Network Community-Based Long Term Care Services (COMPASS), and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.

F. The **CONTRACTOR** upon approval from the **COUNTY** shall provide Personal Care Services Level 2 (PCAI) to Consumers when indicated in their care plan.

G. As specified in State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR'S** Services personnel, both paid and volunteer, shall attend six (6) hours of training annually, and new program employees or volunteers shall receive at least twenty hours of group, individual and/or on-the-job training.

G. The **CONTRACTOR'S** personnel shall keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.

H. The **CONTRACTOR** and the **COUNTY** shall hold periodic coordinating meetings as needed.

I. The **CONTRACTOR** and the **COUNTY** shall work cooperatively to develop comprehensive Services for Oneida County.

4. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that the **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to

properly perform the Services. The **CONTRACTOR** shall use the **CONTRACTOR'S** best efforts to perform the Services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the Consumer or the Consumer's caregiver in order to determine the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

C. The **CONTRACTOR** acknowledges and agrees that the **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** for the Services which are provided in accordance with the terms and conditions of this Agreement, the CSEP, and the Caregiver Support III-E grants.

B. The **COUNTY** shall reimburse the **CONTRACTOR** fifteen dollars (\$15.00) per hour for each Consumer receiving Day Care Services which shall include program, meals, and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments at seven dollars fifty cents (\$7.50) per half hour when the Consumer is attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed seventy-five dollars (\$75.00) per Consumer, per day.

C. The **COUNTY** shall reimburse the **CONTRACTOR** twenty dollars (\$20.00) per hour for each Consumer that receives PCAII services pursuant to this Agreement.

D. The total reimbursement paid by the **COUNTY** to the **CONTRACTOR** for services provided under this Agreement shall not exceed seventy-nine thousand five hundred dollars (\$79,500.00).

E. The **COUNTY** funds are contingent upon availability of state and County of Oneida funding; reimbursement shall be made in twelve (12) monthly installments upon submission of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as **APPENDIX C**.

F. The **COUNTY** shall not be liable for any late fees or for any interest on late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

G. The **COUNTY** reserves the right to withhold payment under this Agreement due to the **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective Services;
2. third party claims;
3. failure of the **CONTRACTOR** to pay its subcontractors, if any;
4. damage to the **COUNTY**; or
5. failure to carry out the Services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

6. **NO CLAIM FOR DAMAGE**

The **CONTRACTOR** shall make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

7. **EXPENSES**

The **CONTRACTOR** is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services, and other general operating expenses.

8. **TRAINING**

The **CONTRACTOR** shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

9. **NON ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

10. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the Services.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the Services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the Services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR'S** Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The **CONTRACTOR**, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that the **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.

C. The **CONTRACTOR'S** Assistants shall not be eligible for compensation from the **COUNTY** due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school or special training or a professional convention; or meeting.

D. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

E. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** or its Assistants' Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

G. The **CONTRACTOR** shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

12. STANDARD ASSURANCES

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the NYSOFA, and the **COUNTY**, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

13. **NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide Services, shall provide Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such Services, and to meet specific objectives established by the **COUNTY** for providing Services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the Services on older adults in the targeted populations identified by the **COUNTY** following the

methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at Service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation service provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the Agreement with the **COUNTY** is for a program or service funded under the **COUNTY'S** Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Services; and meet specific objectives established by the **COUNTY**, for providing Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

14. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached in **APPENDIX B**.

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts, attached as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Office for the Aging and Continuing Care funded Services. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded Consumer, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has provided the Services to the **COUNTY** for two (2) years or more. A copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when this Agreement is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75, et seq.

16. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting

form or out of the Services of the **CONTRACTOR** and its agents, servants, employees or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its Assistants, agents, servants, volunteers or employees, or to any other person or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its Assistants, officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its Assistants, employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

17. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its officers, agents, employees, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. Prior to the start of any Services, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants the **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1. Coverage for the additional insured shall include completed operations,
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
3. The CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury,
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
5. The **CONTRACTOR** shall maintain CGL coverage for itself and all additional insureds for the duration of this Agreement and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

F. Business Automobile Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Coverage must include coverage for liability arising out of all owned, leased, hired, and non-

owned automobiles. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirement paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event that the **CONTRACTOR** or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Auto Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

18. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate Consumer records on each EISEP Consumer who receives Services through this program; the **COUNTY** shall have access to the Consumer records upon request; the **COUNTY** shall have ownership of all Consumer's records and files.

D. The **CONTRACTOR** shall comply with policies ensuring Consumer confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective Service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

19. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

20. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement

within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to Consumers shall not be detrimental to the Consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumers' behalf.

21. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and this Agreement shall not be changed or modified except by a writing signed by all **PARTIES**.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument.

22. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

23. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof as **APPENDIX D**.

24. **CHOICE OF LAW/FORUM**

A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

25. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representation, successors and assigns.

26. **NON WAIVER**

No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

27. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

28. **AUTHORITY TO ACT/SIGN**

The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

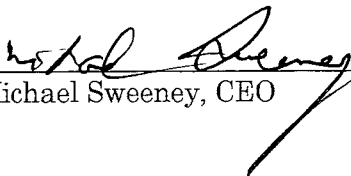
29. **ADVICE OF COUNSEL**

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.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the PARTIES have here unto set their hand on the date respectively stated.

COMMUNITY WELLNESS PARTNERS, INC.



Michael Sweeney, CEO

2/18/19


Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

2/20/19

Date

Approved:

By: _____
Maryangela Scalzo, Assistant County Attorney

Date

APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):

- a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
 - b. OMB Circular A-95 (Clearinghouse Review)
 - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
 - d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
 - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
 - f. OMB Circular A-128 (Audits of State and Local Governments)
 - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
 - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
 - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
 - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
 - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
 - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
 - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
 - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
 - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
 - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
 - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
 - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
 - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

APPENDIX B
Oneida County Office for the Aging
Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Dissatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C
Oneida County Office for the Aging
Voucher Instructions
for Units of Service Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
 - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State

Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number.

This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General

Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 8, 2019

FN 20 19-128

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators. The agreement is with Kids Oneida Inc. for the operation of a fee for service program based on wrap-around care principles to provide various treatment options and specialized services on an individualized basis based on the needs of the child and family.

The service will be provided as a care management system for clientele referred by the Department. The children enrolled in this program are assessed and begin to receive the appropriate level of care based on the need in the home, school, and community. The goals are to divert out-of-home placements, shorten the length of stay of placements, and significantly improve child and family functioning.

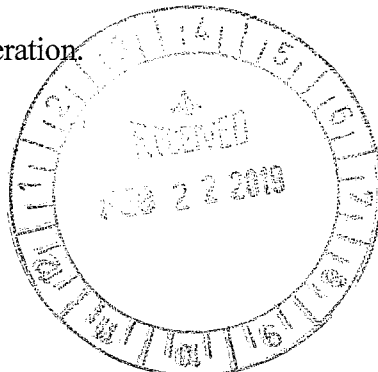
The Agreement shall be effective from the date of execution through December 31, 2021. This is a fee for service program and the Department spent \$60,246.04 in 2017 with a local cost of 27.18% or \$16,374.87.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for further action.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner



CFB/vlc
attachment

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive

Date 2-21-19

23804

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida, Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Service Provision for Individual Needs (SPIN)

Proposed Dates of Operations: Date of execution – December 31, 2021

Client Population/Number to be Served: Children and Families referred by the Department

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide an integrated service delivery system based upon wrap-around care principals. The system will operate as a capitated, care management system providing specialized needs based services for clientele referred by the Department.

2). Program/Service Objectives and Outcomes -

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Outcome # 2: Children with mental illness enrolled in the Kids Oneida SPIN program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: This is a fee for service agreement. The Department spent \$60,246.04 for this service in 2017 with a local cost of 27.18 % (\$16,374.87).

Oneida County Dept. Funding Recommendation: Account # A6070.49547

Mandated or Non-mandated: Preventive services are mandated

Funding Source (Federal \$ /State \$ / County \$):

FEDERAL	38.39 % -	\$23,128.45
STATE	34.43 % -	\$20,742.72
COUNTY	27.18 % -	\$16,374.87

Cost Per Client Served:

Past performance Served

O.C. Department Staff Comments:

23804

THIS IS AN AGREEMENT, by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York with its principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its DEPARTMENT OF SOCIAL SERVICES (hereinafter collectively called the "Department") and KIDS ONEIDA, INC., a not-for-profit corporation, as defined in Section 102 (a) (5) of the New York Not-for-Profit Corporation Law, having its principal offices at 310 Main Street, Utica, New York 13501 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the "Commissioner") is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida at public expense pursuant to Article 6 of the Social Services Law, including Preventive Services pursuant to Section 409 et 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 from New York State; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the Preventive Services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 et 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 enter into this Agreement with the Contractor for the performance of these Preventive Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I: DEFINITIONS

*Kids Oneida Inc.
Service Provision for Individual Needs (SPIN)*

23804
Date of Execution-12/31/21

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 the supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a Family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his or her Family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the Department is required to serve pursuant to 18 NYCRR Part 430.9. Non-Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family who the Department may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

(2) Case Management is defined as the responsibility of the Department 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, coordinating, and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including, but not limited to, educational counseling and training; vocational diagnosis and training; employment counseling; therapeutic and preventive medical care and treatment; health counseling and health maintenance services; vocational rehabilitation; housing services; speech therapy; and legal services. Case Planning responsibility shall also include documenting 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 are defined as:

- A. Individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parent(s), relatives or guardians and constitutes Preventive Services for the purpose of guiding the child and/or the child's parent(s) or guardians towards a course of action agreed to by the child and/or

the child's parent(s) or guardians as the best method of attaining personal objectives, or resolving problems or needs of a social, emotional, developmental or economic nature.

- B. Individual or group activities with the child and/or the child's parent(s) that are planned for the purposes of achieving such course of action as specified in the child and the Family's service plan.

(5). Clinical Services are 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 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. Day Services to Children shall also include, as appropriate, recreational and Transportation Services, for at least 3, but 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, such service(s) may be waived.

(8). Emergency Cash or Goods are defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter is defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation need to reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined, solely for the purpose of this Agreement, as the child who is at risk of foster care, his or her parent(s), or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parent(s) and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services are defined as those services provided in the home and community that focus on the need of the parent(s) for instruction and guidance, and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but are not limited to, role modeling, listening skills, Home Management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training is defined as group instruction in parent skills development and the developmental needs of children and adolescents for the purpose of strengthening parental functioning and parent /child relationships in order to avert a disruption in a Family or to help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation Services is defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan, except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parent(s), 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 commence upon the date of execution and terminate December 31, 2021. 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

(1). 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 New York State. It is mutually agreed that all that follows in this Section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by New York State.

(3). The Department shall be responsible for Case Management, which shall include authorizing the provision of Preventive Services, approving client eligibility in accordance with 18 NYCRR Section 423.3, and approving child service plans.

(4). The Contractor shall provide Preventive Services in accordance with the Program Description in Appendix C attached hereto and made a part here, and the service descriptions and rates of payment described in Schedule A, attached hereto and made part hereof.

(5). The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to New York State's Child Care Review Service.

(6). The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the Department agree that a determination by New York State 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.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix C and Schedule A of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor shall review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

(11). The Contractor shall maintain program capacity to serve individuals and their families. Upon receiving the appropriate referral from the Department, the Contractor shall follow the established procedures as outlined in enrollment section of the Contractor's Policy and Procedure Manual. The Contractor shall maintain "no reject" and "no eject" policies. The Contractor shall not discontinue services because of client cooperation or agreement without plan amendment and Department approval.

(12). The Contractor shall devise reporting and assessment forms acceptable to the Department as required by law (18 NYCRR 428.1 et seq.).

(13). The Contractor shall encourage all appropriate parties to be present for the Case Planning/service plan development sessions.

(14). The Contractor shall conduct treatment team meetings as requested by the Department.

(15). The Contractor shall see all children and Families both at home and community locations, i.e. school. Visits must include unannounced visits.

(16). The Contractor shall:

- A. Provide linkages to an integrated system of diversions to community-based services; and
- B. Promote the development of community-based services as an alternative to institutionalization.

(17). The Contractor shall prepare and provide any and all monthly reports or statistical data required pursuant to law, rule or regulation by the Department and New York State pertaining to this Agreement. The Contractor shall provide reports to the Department as requested, monthly and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

(18). The Commissioner reserves the right to evaluate the job performance of the individuals chosen by the Contractor to perform work under this Agreement and may request such individual be relieved of his or her duties and another person chosen in his or her place. The ultimate decision regarding staffing shall remain with the Contractor.

SECTION IV: FAIR HEARINGS

The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon an application within 30 days of said application. The Department shall 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 Department shall be responsible for holding fair hearings and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of the decision issued by the office of Temporary and Disability Assistance. 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

(1). 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 Schedule A of this Agreement and in accordance with state and federal regulations pertaining to reimbursement of Preventive Services.

(2). The Contractor agrees that reimbursement by the Department shall be contingent upon the Contractor submitting an Oneida County voucher to the Department's Accounting Department certifying the satisfactory completion of the Contractor's performance and setting forth the reimbursement to be made.

SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day-to-day affairs and programs. The Contractor shall have the responsibility for day-to-day provision of Preventive Services for each child serviced by it in accordance with this Agreement and with appropriate New York State regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities, and equipment, in accordance with New York State regulations, in order to provide the services set forth in Schedule A of this Agreement.

(3). The Contractor shall provide the services described in Appendix C and Schedule A of this Agreement at the principal location of: Kids Oneida, Inc., 310 Main Street, Utica, New York 13501; and shall 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.

(4). The Department shall notify the Contractor of the person assigned to monitor the Preventive Services provided by the Contractor to children and Family named in an indicated report of child abuse or maltreatment.

SECTION VII: BOOKS, RECORDS AND REPORTS

(1). The Contractor shall keep accurate records in conformance with New York State regulations established for utilization review and uniform case recording for each public charge receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the child and his or her Family, in addition to other recipients of Preventive Service(s) involved with the case, including the date such Preventive Services were provided. The Contractor shall make such reports to the Department as to the current status and progress of each recipient of Preventive Service(s) at the intervals required in New York State regulations.

(2). All information contained in the Contractor's files shall be held confidential by the
Kids Oneida Inc. # 23804
Service Provision for Individual Needs (SPIN) Date of Execution-12/31/21

Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any New York State regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(3). The records of individual recipients of Preventive Services shall be made available to the Department upon request for consultation or review.

(4). The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.

(5). The Contractor shall maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the Preventive Services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

(6). The Contractor shall retain all books, records, and other documents relevant to this Agreement for six (6) years after final payment for the Preventive Services to which they relate; during which time authorized County, State, and/or Federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraphs 3, 4, 5, and 6 of this section, and until the expiration of (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 Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII: ACCOUNTABILITY

(1). The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with recipients of service, review of
Kids Oneida Inc.
Service Provision for Individual Needs (SPIN)

23804

Date of Execution-12/31/21

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.

(3). The Department shall confer with the Contractor at least twice per 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 the 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 with Agreement requirements.

(4). If the Contractor fails to substantially comply with 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 New York State as it deems necessary.

(5). The Contractor may subcontract for the performance of the services without prior written approval from the Department. It is understood by the Contractor that where subcontractors are permitted, they are subject to federal and state requirements and the Contractor shall be responsible for the performance of all subcontractors.

(6). The Contractor covenants and agrees that neither it, nor any of its directors, officers, members, or employees have any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

SECTION IX: COMPLIANCE WITH LAW

(1). The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor shall also observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(2). The Contractor shall be bound by the terms and conditions of Appendix A, Appendix B, the Oneida County Department of Social Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement, and the Standard Oneida County Conditions Addendum, attached hereto and made a part hereof.

SECTION X: TERMINATION OF AGREEMENT

*Kids Oneida Inc.
Service Provision for Individual Needs (SPIN)*

23804
Date of Execution-12/31/21

- (1). This Agreement may be terminated by mutual written agreement of the contracting parties.
- (2). The Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of a notification of termination.
- (3). 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 Contractor fails to secure it during the term of this Agreement.
- (4). When this Agreement is to be terminated pursuant to Paragraphs 2 and 3 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days (60) from the date of notice unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days (30) from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.
- (5). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, 2, or 3, supra, the Department shall 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 Contractor shall negotiate an extension of this Agreement prior to the date of termination.
- (6). The Contractor shall comply with all Department close-out procedures, including, but not limited to, account for and refund to the Department any overpayments or excess funds paid 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: PERFORMANCE OF SERVICES

- (1). This Agreement shall not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department.

(2). The Contractor warrants that it is not in arrears to the Department upon any debt or contract, and that it has not been in default and is not in default as surety, Contractor or otherwise.

(3). The Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals, and certifications currently required by the laws of any applicable municipality. The Contractor further shall keep all such required documents in full force and effect during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

(4). The Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the Preventive Services. The Contractor shall use Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the Department. The Contractor shall be solely responsible for determining the location, method, details, and means of performing the Preventive Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

(5). The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the Department, and the Department shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Preventive Services by the Assistants in a manner satisfactory to the Department, and in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

(6). The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.

(7). The Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The Contractor maintains the right to do so at any time, and the Department maintains the right to contract with other individuals or entities to perform the same services.

(8). The Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

(9). The Contractor and its Assistants shall not be required to attend or undergo any training by the Department. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

SECTION XII: INDEPENDENT CONTRACTOR STATUS

(1). It is expressly agreed that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that its Assistants, shall not hold themselves out as, nor claim to be, officers or employees of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.

(2). The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the Department agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

(3). The Contractor and its Assistants, shall not be eligible for compensation from the Department due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(4). The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.

(5). The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Department shall not be responsible for withholding from the payments provided for Preventive Services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

(6). The Contractor shall indemnify and hold the Department harmless from all loss or liability incurred by the Department as a result of the Department not making such payments or withholdings.

(7). If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such

Kids Oneida Inc.

Service Provision for Individual Needs (SPIN)

23804

Date of Execution-12/31/21

discussions or negotiations are initiated.

(8). The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of Federal and State entities relating to such employment and Civil Rights requirements.

SECTION XIII: INDEMNIFICATION

The Contractor shall at all times defend, indemnify, and hold the Department 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.

SECTION XIV: INSURANCE REQUIREMENTS

(1). The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- a. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury.
 - ii. Abuse and Molestation coverage must be included.
 - iii. Oneida County and any other parties required by the Department shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
- b. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.
- c. Business Automobile Liability
 - i. Business Automobile Liability with limits of at least \$1,000,000 each accident.

- ii. Business Automobile Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as additional insured on the Business Automobile Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
- d. Commercial Umbrella
- i. Umbrella limits must be at least \$5,000,000.
 - ii. Umbrella coverage 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 insureds.
- e. Professional Liability
- i. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
 - ii. Professional Liability coverage must include coverage for review of cases and resulting professional assessment.

(2). Waiver of Subrogation: The Contractor waives all rights against the Department and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability, Professional Liability, and Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the Department. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Department.

SECTION XV: CHOICE OF LAW

If either party elects to commence litigation against the other in connection with any

matter relating to or arising out of this Agreement, it shall do so in a New York State court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

SECTION XVI: ADVICE OF COUNSEL

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

SECTION XVII: ENTIRE AGREEMENT

The terms of this Agreement, and any attachments, amendments, addendums or appendixes annexed hereto, including, but not limited to, Appendix A (New York State Conditions), Appendix B (Standard Clauses for All Oneida County Department of Social Services Contracts), Appendix C (Program Description), Schedule A (Covered Service Definitions), the Oneida County Department of Social Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement, and the Standard Oneida County Conditions Addendum, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first below written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

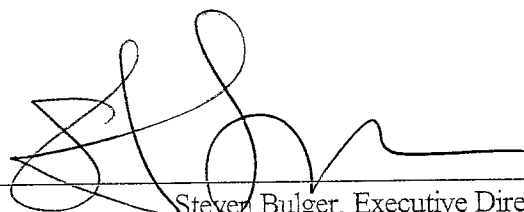
Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Commissioner

Date: 2/11/19

Kids Oneida, Inc.: _____



Steven Bulger, Executive Director

SCHEDULE "A" Covered Service Definitions
Service Provisions for Individual Needs
Revised 1/1/18

Covered Service: Assessment Outpatient	Service Code: 5000
Service Description: Neurological, psychiatric, psychological, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.	
Credentials: Licensed Physician, Licensed Psychologist, Licensed Social Worker (LCSW)	
Unit Type: Hourly	
Contracted Rate: Physician TBD, \$140 PHD Psychology, \$105 Licensed Social Worker	

Covered Service: Individual Therapy	Service Code: 5100
Service Description: Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client which focuses on the mental health/behavioral/emotional needs of the client.	
Credentials: Licensed Psychologist, Licensed Social Worker (LMSW-supervised/LCSW), MFT, Licensed Mental Health Counselor	
Unit Type: Hourly	
Contracted Rate: \$140 Psychologist, \$105 Social Worker, MFT, Licensed Mental Health Counselor	

Covered Service: Family Therapy	Service Code: 5110
Service Description: Goal-directed, face-to-face therapeutic intervention with the minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or home.	
Credentials: Licensed Psychologist, Licensed Social Worker (LMSW-Supervised/LCSW), MFT, Licensed Mental Health Counselor	
Unit Type: Hourly	
Contracted Rate: \$140 Psychologist, \$105 Social Worker, MFT, Licensed Mental Health Counselor	

Covered Service: Group Therapy	Service Code: 5120
Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental/behavioral/emotional needs of the clients in the group.	
Credentials: Licensed Psychologist, Licensed Social Worker (LMSW-Supervised/LCSW), MFT, Licensed Mental Health Counselor	
Unit Type: Hourly	
Contracted Rate: Per Individual Contract	

Covered Service: Special Therapy

Service Code: 5130

Service Description: Goal-directed, face-to-face non-traditional therapeutic intervention with the child and one or more children who are treated at the same time that focuses on the mental/behavioral/emotional needs of the children in the group.

Credentials: Certified Creative Art Therapists

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Service: Skill Building Group

Service Code: 5131

Service Description: Goal-directed, face-to-face non-traditional group that coach and/or train the child and one or more other children who are treated at the same time that focus on the children in the group.

Credentials: 1,000 hours experience with SED Children with experience in related areas.

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Service: Crisis Intervention and Treatment

Service Code: 5140

Service Description: Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face-to-face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

Credentials: 1,000 hours experience with SED Children

Unit Type: Hourly

Contracted Rate: \$100 per hour

Covered Service: School Based Intervention Services

Service Code: 5170

Service Description: Service for providers to serve as a behavior specialist and/or care coordinator in school based programs during staff absences. Providers will work with youth throughout the school day, in accordance with their plan, in their designated classroom.

Credentials: 1,000 hours experience with SED Children

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Services: Reintegration Treatment Services

Service Code: 5210

Service Description: Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of home placement.

Credentials: 2,000 Hours Experience with SED Children and completion of the Kids Oneida Reintegration Treatment Services training or equivalent

Unit Type: Hourly

Contracted Rate: \$55 per hour

Covered Service: Behavioral Management Services

Service Code: 5240

Service Description: Behavioral strategy program designed to meet behavioral objectives. Provide ongoing interventions that support the child and family in implementing the Plan of Care. This service reinforces the desired behavioral or cognitive changes by assisting the child and family in application of clinical treatment plans and strategies. Crisis response duties may be negotiated on a case by case basis. The service should be: 1.) planned 2.) working on skill building and behavior changes 3.) goal and outcome oriented.

Credentials: 2,000 Hours Experience with SED Children and completion of the Klds Oneida Behavior Management training or equivalent.

Unit Type: Hourly

Contracted Rate: \$55 per hour

Covered Service: Respite Service-Daily

Service Code: 5410

Service Description: Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to a child in order to sustain the family structure or to meet the planned needs of the child. The placement that is expected not to exceed 21 days.

Credentials: Licensed/Certified Provider

Unit Type: Daily

Contracted Rate: \$100 per day

Covered Service: Respite Service-Hourly

Service Code: 5411

Service Description: Hourly respite care refers to appropriate temporary care that is provided to a child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. This service can be provided to more than one child in a group setting.

Credentials: 1,000 Hours Experience with SED Children

Unit Type: Hourly

Contracted Rate: \$25 per hour

Covered Service: Teachers Aid

Service Code: 5521

Service Description: A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

Credentials: Licensed Teacher or 1,000 hours experience with SED children

Unit Type: Hourly

Contracted Rate: \$40 Licensed Teacher, \$25 Other Qualified Provider

Covered Service: Parent Aid

Service Code: 5522

Service Description: Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

Credentials: 1,000 Hours Experience with SED

Unit Type: Hourly

Contracted Rate: \$40 per hour

Covered Service: Tutoring

Service Code: 5523

Service Description: Service provided to assist a child in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher.

Credentials: Licensed Teacher or 1,000 hours experience with SED Children

Unit Type: Hourly

Contracted Rate: \$40 Licensed Teacher, \$25 Other Qualified Provider

Covered Service: Mentoring

Service Code: 5524

Service Description: Service provides a structured one-to-one relationship or partnership that focuses on the needs of the mentored child in achieving a treatment goal. It encourages youth to develop to their fullest potential and helps that youth develop a vision for the future.

Credentials: 1,000 Hours of experience with SED Children

Unit Type: Hourly

Contracted Rate: \$45 per hour

Covered Service: Life Coach

Service Code: 5526

Service Description: Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

Credentials: 2,000 Hours Experience with SED Children

Unit Type: Hourly

Contracted Rate: \$55 per hour

Covered Service: Family Skills Training Group

Service Code: 5528

Service Description: Structured family activity designed to increase the ability of families to be successful in the community while helping to improve their relationships. Support is offered through a variety of activities such as; problem solving, social skills, development of play skills and cooperation.

Credentials: 1,000 Hours Experience with SED Children and Parents

Unit Type: Hourly

Contracted Rate: \$55 per hour

Covered Service: Overnight Supervision

Service Code: 5532

Service Description: Provides overnight supervision to ensure safety of an enrolled child.

Credentials: 1,000 Hours experience with SED Children

Unit Type: Hourly

Contracted Rate: \$50 per hour

Covered Service: Child/Family Supervised Visitation

Service Code: 5533

Service Description: Provides monitoring/supervising court order visitation between enrolled child and family members or individually identified by family court judge.

Credentials: 1,000 Hours Experience with SED children

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Service: Group Recreation

Service Code: 5535

Service Description: Group Recreation for one or more enrolled children siblings.

Credentials: 1,000 Hours Experience with SED Children

Unit Type: Hourly

Contracted Rate: \$25 per hour

Covered Service: Vocational Skill Building

Service Code: 5537

Service Description: Assist child adjust to work place. Duties will vary based on need of child and requirements of employer. Skill Builder may work with child on social interaction, personal hygiene, motivation and task oriented behavior.

Credentials: 1,000 Hours Experience with SED Children

Unit Type: Hourly

Contracted Rate: \$40 per hour

Covered Service: Rise & Shine Supervision

Service Code: 5538

Service Description: Service provides face-to-face supervision prior to scheduled school day, to child with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend school.

Credentials: 1,000 Hours Experience with SED Children

Unit Type: Each

Contracted Rate: \$50 Each

Covered Service: Supportive Work Environments

Service Code: 5560

Service Description: Provides support and supervision to youth in a group work setting to develop job readiness. Service also includes career planning and job placement.

Credentials: 2,000 hours of experience with SED children with experience in vocational rehabilitation

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Service: Transportation

Service Code: 5570

Service Description: Provides transportation of enrolled client or family members to and from scheduled appointments.

Credentials: 1,000 hours of experience with SED children

Unit Type: Hourly

Contracted Rate: \$35 per hour

Covered Services: Discretionary Recreation/Personal

Service Code: 5585

Service Description: Provides monies recreational/personal activities for a rate of up \$30.00 per month per child.

Unit Type: Dollar Amount

Contracted Rate: \$1 per unit

Covered Service: Curfew-Phone

Service Code: 5600

Service Description: Telephone contact to monitor curfew compliance. Provider should speak directly to child and collateral contact if possible.

Credentials: Contracted Provider

Unit Type: Each

Contracted Rate: \$10 each

Covered Service: Curfew Face-to-Face

Service Code: 5610

Service Description: Face-to-face contact to ensure curfew compliance. Court Ordered or clinical approval prior to FSC authorization

Credentials: Contracted Provider

Unit Type: Each

Contracted Rate: \$50 each

Covered Service: Interpreting Service

Service Code: 5630

Service Description: Service to be used as a way to facilitate team communication and to assist with clinical issues. Service cannot be billed while working simultaneously in another capacity.

Credentials: Demonstrated Fluency

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Service: Parent Partner

Service Code: 5640

Service Description: Parent Partners work as part of multidisciplinary teams and provide support and assistance through advocacy and family support. Their life knowledge and skills are brought to the position to enhance the team effort to deliver assistance to the family as they explore the goals they would like to achieve. Parent Partners encourage family participation in appropriate services, model effective parenting skills, and provide outreach to ensure that families served will not escalate to high risk cases.

Credentials: Life experience as a caretaker for individuals with severe emotional disabilities.

Unit Type: Hourly

Contracted Rate: \$40 per hour

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Kids Onida

NAME OF CONTRACTED AGENCY

Steven Bulger, CEO/Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Handwritten Signature]

SIGNATURE

2-1-19
DATE

APPENDIX C

PROGRAM DESCRIPTION

Service Provision for Individual Needs (SPIN) is a fee-for-service program where services are available on an individual basis to work with children and families on specific needs in the home, school, and community. The SPIN program allows for the provision of specialized services allowing the referring payer (i.e., school districts, clinics, municipalities) to provide various treatment options, which in turn results in more measurable and positive outcomes. The Contractor shall offer services on demand to families deemed appropriate in Oneida County that need additional support to keep children at home and out of foster care.

The SPIN program follows the principles of the wraparound philosophy. Services are strength-based and individualized centered on the needs of the child and Family. The service providers are highly accessible to the families in an effort to eliminate any barriers in accessing services. Culturally competent providers demonstrate respect for the values, preferences, and beliefs of the child and Family.

The Contractor shall provide one (1) SPIN Coordinator (“SPIN Coordinator”) who shall be responsible to work with the Department to determine the best service(s) to fit each child and Family’s needs. Once a service(s) is determined, the SPIN Coordinator shall be provided with background information regarding the child and family. This information shall help the SPIN Coordinator to assess the strengths and needs of the child and family and ensure the best fit for the Family. The Contractor shall identify a Service Provider (“Service Provider”) within 72 hours to meet the identified service need. The Family is contacted by the identified Service Provider within 48 hours of assignment.

The Contractor contracts with private/individual providers as well as area not-for-profit agencies to provide the necessary services to our families. Over 30 services are available on demand from about 175 experienced, credentialed, and culturally competent providers. All providers have gone through a thorough background check. Providers must have a certain level of education and experience before contracting with the Contractor, the criteria varies depending on the service. Services include, but are not limited to, individual and group therapy, psychiatric consultation, behavior management, mentoring, rise and shine services, hourly and day respite, job coaching, and interpreting services. The SPIN Coordinator shall help facilitate on-going communication between referring agency and the service provider to ensure quality of service.

The Service Provider shall meet with the Family and child to develop and work on treatment goals. Some goals include attending school, learning social skills, or reducing physical aggression at home. The amount of time the Service Provider has to work with the Family and child will be determined by the Family’s needs (with prior authorization from the Department). The Service Provider shall be in direct contact with the referring agency to provide up-dates on the child and Family’s progress as well as any concerns that a provider may have regarding the client and Family.

All programs served by the Contractor adhere to wraparound principles. Characterized as a

promising practice, fidelity to the wraparound model is required of any program hoping to maintain the integrity of such a philosophy. The foundation of all the Contractor's programs are built upon the following principles: Family Voice and Choice, Team Based, Natural Supports, Collaboration, Community Based, Culturally Competent, Individualized, Strength Based, Persistence, and Outcome Based. Through these core values, the Contractor has been able to position itself as the leading provider of children's mental health services in the Mohawk Valley over the past two decades.

The Contractor is committed to providing the highest quality of services to the children and families we serve. All Contractor employees are required to be cleared through the State Central Registry and Sex Offender Registry. The Contractor is required by law to maintain the privacy of children's health information and the health information of other Family members receiving the Contractor's services. The Contractor's SPIN program shall maintain strict confidentiality and HIPPA compliance expectations.

The Contractor shall keep accurate records in compliance with established State regulations. Each child assessed will have a separate electronic case record which will include dates and information detailing the services provided. Confidentiality of case records shall be maintained as directed in Social Service Law and New York State regulations. Case records shall be made available to the Department upon request.

Statistical information regarding clientele and program performance shall be gathered and reports generated at least semi-annually and as requested by the Department. Financial records shall be accurately maintained to reflect direct and indirect costs of services provided. All records shall be retained for a period of at least six (6) years after the final payment received.

The Contractor has a long standing history of utilizing outcomes to measure performance. The SPIN program shall provide on-demand, outcome-based services aimed at supplementing existing services in Oneida County. It is the intention of the SPIN program to aid the Department in keeping families together that are in need of additional supports not available to them in the community

A. Outcome/Measurements for Service Provisions for Individual Needs (SPIN) Services

- Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their Family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with the Contractor a "plan of care" that specifically addresses the needs of the Family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: 80% of the children enrolled in the SPIN Program will remain in their Family/caretakers home.

Measurement: 80% of the children enrolled in the SPIN program will be successfully

integrated in their school/community and partake in available resources that will reinforce effective Family functioning and stabilization.

- Outcome # 2: Children with mental illness enrolled in the SPIN program will experience a decreased number of out-of-home placements and care days in mental health facilities or Department child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with the Contractor a “plan of care” that specifically addresses the needs of the child in temporary placement and supports for the Family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: For the families of children requiring out of home placement due to dangerous or self-injurious behaviors, 80% of those identified families will actively participate in both the service and discharge planning of that child in order for the child to be returned to the home as quickly and safely as possible.

**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.

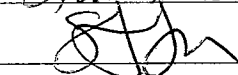
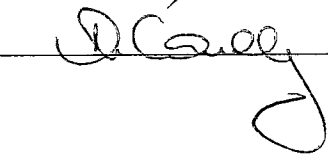
I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and 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: James Bulger
Signature: 
Title: CEO/Executive Director
Date: 2/11/19
Witness: 

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. 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 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 22, 2019

FN 20 19-129
FN 20

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

The Purchase of Services Agreement with the Utica Police Department provides one full-time Law Enforcement Coordinator specially trained in the Child Advocacy Center's (CAC) protocols and procedures regarding child abuse cases. The Law Enforcement Coordinator will be assigned to the CAC and act as the liaison between the CAC and their respective agency.

The CAC was established in 1990 to provide a multidisciplinary approach to the investigation of child sexual abuse and severe physical abuse. The multidisciplinary team is located at the CAC with representation from Child Protective Services, law enforcement, and the District Attorney's office, as well as medical providers, victim advocates, and counselors.

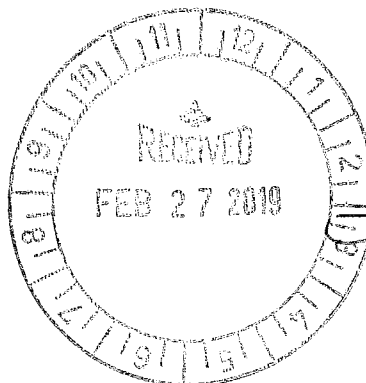
This Agreement commences January 1, 2019 and continues through December 31, 2019. The total cost is \$125,433.67, with a local share of \$62,716.84.

If the above meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further action. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/vlc
Attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive

Date 2-27-19

19001

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: City of Utica through its Police Department
1 Kennedy Plaza
Utica, New York 13502

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: 1/1/2019-12/31/2019

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

A multidisciplinary team will provide on-site law-enforcement, child protective caseworkers, victim advocacy, scheduled medical examinations, and counseling to child victims of severe or sexual abuse. The contract allows for (1) Police Officer from the Utica Police Department to act as a Law Enforcement Coordinator dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

The Contractor provides a Law Enforcement Coordinator to participate in the multidisciplinary team located at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- Establish a multidisciplinary team consisting of representatives from Law Enforcement, the District Attorney's Office and Child Protective Services, as well as Medical Providers, counseling and advocacy.
- Provide a coordinated approach in the investigation of severe physical or sexual abuse cases throughout the investigative process to conclusion.
- Decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 Full-time Law Enforcement Coordinator provided by the Utica Police Department

Which will work with a multidisciplinary team consisting of an additional:

- 2 Part-time Law Enforcement Coordinators provided by the Oneida County Sheriff's Office
- 1 Full-Time Law Enforcement Coordinator provided by the Rome Police Department
- 1 Child Advocacy Administrator provided by the Oneida County Sheriff's Office

Total Funding Requested: \$125,433.67

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: Mandated to have a multidisciplinary team.

Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	\$0
State	\$62,716.83
County	\$62,716.84

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Utica Police Department as part of the Child Advocacy Center since 1990. The Department's 2018 total cost of this contract was \$114,756.00

O.C. Department Staff Comments: The Department is satisfied with the Contractor's services.

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, through its Department of Social Services, (hereinafter referred to as the “Department,” the Department and Oneida County together shall be collectively referred to as the “County”), and the City of Utica, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 1 Kennedy Plaza, Utica, New York 13502, through its Police Department located at 413 Oriskany Street West, Utica, New York 13502 (hereinafter referred to as the “Contractor”).

WHEREAS, the County and the Department have need for a more intensive and coordinated approach to the investigation of child sexual abuse and severe child abuse; and

WHEREAS, the County and the Department have received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

WHEREAS, the Department is in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Utica Police Department; and

WHEREAS, the CAC grant funding allows for training of LECs; and

WHEREAS, the Contractor has the interest and capability to provide an LEC; and

WHEREAS, the Contractor desires to participate in the CAC by and through its Police Department;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE COUNTY AND THE CONTRACTOR AS FOLLOWS:

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2019 through December 31, 2019.
2. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely

to the CAC for forty-one hours and fifteen minutes (41.25) per week.

2. The LEC shall facilitate and assist the CAC in the criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.
3. The LEC shall be the liaison between the CAC, the Utica Police Department, the Department and the District Attorney's Office (DA) in matters relating to the investigation and prosecution of MDT child abuse cases.
4. The LEC shall participate in case review.
5. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case tracking system;
6. The LEC shall be responsible for the following:
 - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
 - i. Be the contact person for law enforcement agencies with questions about proper procedure in MDT cases;
 - ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and
 - iii. 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.
 - B. Act as a liaison between the CAC, the DA, the Department, and various law enforcement agencies in matters relating to MDT cases:
 - i. Develop and maintain professional working relationships with all County agencies;
 - ii. Confer with police agencies about the status of the criminal investigation of MDT child abuse cases;
 - iii. Confer with the DA regarding the status of MDT case prosecutions; and
 - iv. Work with partner agencies to resolve issues involving the criminal aspect of MDT child abuse cases.
 - C. Keep current on issues relevant to the LEC position and take part in training opportunities when able, at the Contractor's discretion.
 - D. Work collaboratively with other CAC staff and MDT members.
 - E. Compile and keep current a list of contact information for local police agencies and MDT members.

- F. Perform all duties with sensitivity to the confidential nature of MDT child abuse cases.
- G. The Contractor agrees that the police officer assigned to the role of LEC as part of the CAC shall:
 - i. Investigate allegations of the severe physical or sexual abuse of children;
 - ii. Interview victims using appropriate techniques agreed upon by the CAC, which comply with rules and regulations of the City of Utica Police Department Manual;
 - iii. Interrogate suspects and interview possible witnesses at the discretion of, and under the direction of the DA;
 - iv. Gather and process evidence on cases assigned to LEC;
 - v. Work in tandem with the Oneida County Child Protective Services (CPS) Caseworker at the CAC;
 - vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill their duties under this Agreement, and assist in developing the methods and means for operation of the CAC; and
 - vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement, as deemed appropriate by the Contractor.
- H. The Parties hereto agree to work together to meet the following goals:
 - i. Maintain a MDT consisting of experienced and trained personnel from CPS, law enforcement, medical providers, Rape Crisis, and the DA;
 - ii. Increase the percentage of reported severe physical or sexual abuse of children cases that are indicted, prosecuted and convicted;
 - iii. Decrease the number of necessary interviews with child victims;
 - iv. Decrease the level of trauma to child victims and secondary victims;
 - v. Maintain a child-oriented interview setting;
 - vi. Maintain accurate records of reports, arrests, prosecutions, and convictions;
 - vii. Provide on-going training; and
 - viii. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

III. PERFORMANCE OF SERVICES

- 1. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for 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.

2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. The Contractor acknowledges and agrees that the Contractor and its subcontractors 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.

IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. Neither the Contractor, nor its Assistants, shall be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. Neither the Contractor, nor its Assistants shall be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
3. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
4. The Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements, and with respect to Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

5. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
7. The Contractor 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.

V. EXPENSES

The Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VI. TRAINING

The Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings which allow an officer to work in the CAC. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same, except for those specialized trainings which allow an officer to work in the CAC, which will be paid for directly by the County, as allowable under the CAC grant.

VII. REIMBURSEMENT

1. The Department shall reimburse the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. Certified copies of the assigned LEC's official time sheets will be attached to said vouchers. Any other documentation required by the Department to show the actual cost incurred by the Contractor shall be provided.
2. The Department shall reimburse the Contractor one hundred percent (100%) of the cost for the services of the assigned LEC. The Contractor has represented to the County that the total annual cost of the LEC to the Contractor is \$127,820.65. The County shall reimburse the Contractor one hundred percent (100%) of the actual costs as represented herein, and said reimbursement shall not exceed \$127,820.65 for the duration of this Agreement. Any actual cost incurred by the Contractor above and beyond \$127,820.65 shall be the sole responsibility of the Contractor.
3. Any time spent by the assigned LEC relating to matters not included in this Agreement

without the prior approval of the CAC Administrator shall not be reimbursed.

4. Any expenses or financial obligations made by the LEC without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor;
5. The rate of pay and fringe benefits shall comply with the provisions of the active Police Benevolent Association (PBA) Agreement between the PBA and the Contractor. In the event that the actual cost of the assigned LEC to the Contractor is increased by a newly negotiated PBA Agreement, the Contractor shall submit a copy of the newly applicable PBA Agreement to the Department, with a statement of applicable salary and fringe benefit changes within ten (10) days of its ratification. Thereafter, the parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor one hundred percent (100%) of the new cost.

VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best. The Contractor may satisfy these requirements by proof of self-insurance.
 - a. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate;
 - i. CGL coverage shall be written in ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury;
 - ii. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations;
 - b. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident;
 - i. BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles;
 - ii. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-

contributing basis.

- c. Professional Law Enforcement Liability Insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
 - d. Workers' Compensation and Employer's Liability;
 - i. Statutory limits apply.
2. Waiver of Subrogation: The Contractor waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Professional Law Enforcement Liability or Workers' Compensation maintained per requirements stated above.
 3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL 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.
 4. Indemnification: The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by the Contractor and its Assistants, 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 Assistants or failure on the part of the Contractor and Assistants to comply with any of the covenants, terms or conditions of this Agreement.

IX. RECORDS

At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Contractor shall provide all authorized representatives of the County, the Department and the State or federal government with full access to all records relating to the Contractor's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

X. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

XI. TRANSFER OF AGREEMENT

Neither the Contractor nor the Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

XII. ENTIRE AGREEMENT

1. The Contractor and the Department agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement.
2. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.
3. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect.
4. Said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.
5. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

XIII. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Date: _____

Oneida County: _____
Anthony J. Picente, Jr., County Executive

Approved: _____
Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____
Colleen Fahy-Box, Commissioner

Date: 2/21/19

City of Utica: _____
Robert M. Palmieri, Mayor

APPROVED
BY LAW DEPT.

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 fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and

will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By Facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor, a Municipal Corporation, represents that it is a self-insured entity.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

Robert M. Palmieri Mayor
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

APPROVED
BY LAW DEPT

**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: Robert M Palmieri
Signature: [Handwritten Signature]
Title: Mayor
Date: 2/21/19
Witness: Ashley B Bizzari

(NO)

APPROVED
LAW DEPT.

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 27, 2019

FW 20 19-130

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State Office of Children and Family Services in the amount of \$230,297.00. These funds will be used to support Day Care Registration. This grant has a term of January 1, 2019 through December 31, 2019.

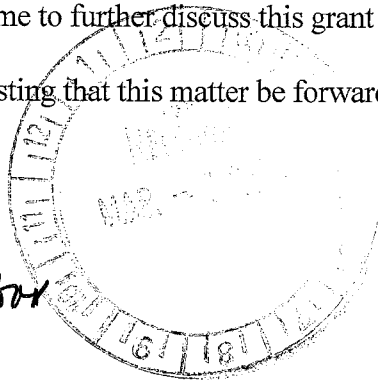
This grant provides funding for a program that will recommend registration/and renewal for those individuals who satisfactorily complete a Family Day Care Initial/ Renewal Application. The program will provide technical assistance to potential and current providers regarding the application process and Family Day Care regulations. The program shall provide regularly scheduled orientation sessions throughout Oneida County. The program will also inspect/investigate registered homes in the event of a complaint, a request by provider for additional school age children, or for a failure to meet training requirements. It will also complete annual random inspections on 50% of all existing providers, as well as respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, on-site registration, and case management review.

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,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive

Date 3-6-19

CFB/vlc
attachment

#29203

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: New York State Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

Title of Activity or Services: Day Care Registration

Proposed Dates of Operations: January 1, 2019 through December 31, 2019

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This grant provides funding for the program that will recommend registration/and renewal for those individuals satisfactorily completing a Family Day Care initial/renewal application.

The program will provide technical assistance to potential and current providers regarding application and regulations. The program will provide regularly scheduled orientation sessions throughout Oneida County and inspect/investigate on registered homes in response to a complaint, a request by provider for additional school age children, or for a failure to meet training requirements. It will also complete annual random inspections on 50% of existing providers as well as respond to complaints on non-regulated childcare providers. The program includes performance standards for: initial registrations, renewal registrations, complaint investigations, safety assessments, inspections, and on-site registration, and case management review.

2). Program/Service Objectives and Outcomes

- The program objectives include increasing the number of Registered Family Day Care and School Age Day Care homes throughout Oneida County and ensuring, through the inspection process, that they meet the standards set forth in the NYS Regulations.
- Outcome measurements include performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration, and case management review.

3). Program Design and Staffing Level

Total Grant Amount: \$230,297.00

Mandated or Non-Mandated – Mandated

Oneida County Dept. Funding Recommendation: A4655 - 100% federal funds passed through New York State Office of Children and Family Services.

Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	100%
State	0%
County	0%

Cost Per Client Served:

Past performance Served: The Neighborhood Center has provided this service since 1992. The Department is a pass-through as The Neighborhood Center has direct State oversight.

O.C. Department Staff Comments:

APPENDIX X

MODIFICATION AGREEMENT

Agency Code: 25000

MOU: 2315

Period: 1/01/2019 to 12/31/2019

Funding Amount for Period \$230,297.00

<input type="checkbox"/> This MOU is funded with non-Federal funds only
<input checked="" type="checkbox"/> This MOU is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information)
<input type="checkbox"/> OCFS has determined that the Contractor is NOT a sub recipient
<input checked="" type="checkbox"/> OCFS has determined that the Contractor is a sub recipient
The Federal Funds for this contract are from CFDA Number(s): 93-575

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and Oneida County Department of Social Services (hereinafter referred to as the CONTRACTOR), for modification of MOU 2315, as amended in attached Appendix(ices) C, C-1, and D.

All other provisions of said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE	STATE AGENCY
Contractor: <u>Oneida County Department of Social Services</u>	Office of Children and Family Services
By:	By:
Printed Name:	Printed Name: Derek J. Holtzclaw
Title:	Title: Associate Commissioner Financial Management
Date:	Date:
	<u>State Agency Certification</u> "In addition to the acceptance of this mou, I also certify that original copies of this signature page will be attached to all other exact copies of this mou."

Please complete the Contractor Signature Section on ALL six copies of the Appendix-X. Please use the same date for all

DO NOT WRITE OR MARK ANYWHERE
 on State Agency Section on ANY of the six copies

MUNICIPAL CORPORATION:

STATE OF NEW YORK

SS.:

County of _____)

On the _____ day of _____, 20_____, 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 municipal corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the governing board of said municipal corporation.

_____ (Notary)

My Commission expires: _____

Please fill out in the presence of Notary. Please have Notary complete all BLANKS (or N/A blank). Date must match on all SIX copies.
Notary must stamp all six copies.

Appendix C-1
Standard Performance Levels
Payment Schedule

CONTRACTOR Name: **Oneida County Department of Social Services**

CONTRACT Period: **01/01/19 to 12/31/19**

\$57,574.25, per quarter will be paid to the Contractor, for a maximum of four (4) quarters, not to exceed the Maximum Funding Amount for the contract period of **\$230,297.00**, for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this Appendix C-1. A quarterly program review will be conducted by the Division of Child Care Services (DCCS), after the end of the applicable quarter, to determine if the Contractor has reached an acceptable level of compliance for the quarter. The determination of whether a Contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

Payment will be made upon approval by the Office for the number of achieved standard performance levels, as defined in Appendix C-1. If the Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the amount paid to the Contractor for the quarter will be reduced accordingly. The Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Contractor demonstrating that such failure was due to extraordinary or unforeseen circumstances. The Office shall notify the Contractor in writing of the Office's approval of any such waiver request, or shall notify the Contractor of the Office's disapproval of any such waiver request and delineate the reasons for such disapproval.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process initial registration/licensing applications within 90 days of receipt including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licensing for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. The renewals of Family Day Care, School-Age Child Care, Group Family Day Care (NYCDOHMH)

registrations will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/ licenses for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewal registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level –Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – 50% Inspections

The Contractor will conduct one quarter of the required number of annual 50% inspections for Family Day Care, School Age Child Care and Group Family Day Care (NYCDOHMH) programs and complete all required documentation. The Quarterly Standard Performance Level for 50% inspections for an acceptable level of compliance is 90%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 90% of the Performance Level for 50% inspections is not met at the completion of the four quarters, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirement

The Contractor will process completed reviews of Mid-Point documentation including providing providers with all appropriate notifications regarding the Mid- Point Requirement. The Contractor will conduct Mid-Point inspections for Family Day Care, School Age Child Care and Group Family Day Care (NYCDOHMH) programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for Mid-Point inspections for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the Performance Level for Mid-Point inspections is not met each quarter, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review.

The Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The Contractor shall not revise or alter OCFS policy/procedures or create

its own policy/procedure without receiving prior approval in writing from the Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management reviews. The case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point requirement, 50% inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications is given to providers and parents, where applicable, within the required time frames, this includes issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the necessary active fingerprint files and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions including cooperating with the Office's Legal Division on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation.

The management review will also include a review of other documentation to determine whether: identified registration staff have participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and participated in management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to Family Day Care, School-Age Child Care, Group Family Day Care (NYCDOHMH) programs; and provided parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required. Not less than annually, the contractor will report to OCFS the evidence risk based assessment outcomes for identified programs, if applicable. In addition, the contractor will participate in OCFS Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The approved quarterly registration/licensing case files and management reviews for an acceptable level of compliance is 90%. If at least 90% of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, 2% of the quarterly contract amount will be withheld. The Quarterly Standard Performance Level for applying accurately required Office policies, procedures and regulation is 100%. Additionally, if at least 100% of OCFS mandated procedures are not completed pursuant to all policy and procedures, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level– Approved Staffing Plan

The Office approved Contractor staffing plan, including the percentage of time each staff works on the project, is maintained during the quarter. In addition, the DCCS Regional Manager is to be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the date of the occurrence is to be reported to the Office's respective DCCS Regional Office Manager. The Contractor will be allowed a five-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS with the dates of hire, names of the staff assigned to register and license day care programs and the

percentage of time those staff work on the program. The Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The approved staffing plan for an acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than five months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If at least 100% of the previous quarter's Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than five months old at the end of the quarter, 2% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

DESIGNATED PAYMENT OFFICE

Program Office: Program Development

Program Area: Division of Child Care Services/ Appropriate Regional Offices

Address: 52 Washington Street
3 South Building, Room 309
Rensselaer, New York 12144

APPENDIX D

NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES
DIVISION OF CHILD CARE SERVICES

1. PROJECT TITLE : REGISTRATION
2. TYPE OF APPLICATION: NEW CONTINUATION AMENDMENT
3. AMOUNT OF FUNDS REQUESTED: \$ 230,297.00
4. PROJECT PERIOD: 1/01/2019 to 12/31/2019
5. ORGANIZATIONAL NAME & ADDRESS:
Oneida County Department of Social Services
800 Park Ave.
Utica, New York 13501 Tel #: (315) - 798 - 5733
6. CONTACT NAME: Vicky Conover
TITLE: Director of Administrative Services
PHONE: (315) 798-5084
E-MAIL ADDRESS: vconover@ocgov.net
7. INDIVIDUAL(S) AUTHORIZED TO SIGN FOR APPLICANT:
PRIMARY NAME: Colleen Fahy-Box PHONE# (315)798-5733
PRIMARY TITLE: Commissioner
SECONDARY NAME: Anthony J. Picente, Jr. PHONE# ()
SECONDARY TITLE: Oneida County Executive
8. NAME OF PROJECT DIRECTOR: Philip Martini
TITLE: Caseworker Supervisor Grade A
PHONE: (315) 798-5839
LOCATION ADDRESS: 800 Park Ave, Utica, New York 13501
E-MAIL ADDRESS: Philip.martini@dfa.state.ny.us
9. INDIVIDUAL TO WHOM PAYMENT SHOULD BE DIRECTED:
NAME: Tamatha Stoetzner
TITLE: Director of Administrative Services
PHONE: (315) 798-5260
LOCATION ADDRESS: 800 Park Avenue, Utica, New York 13501
E-MAIL ADDRESS: tstoetzner@ocgov.net
- A. MUNICIPALITY NUMBER : 300100000
- B. CHARITABLE REGISTRATION NUMBER: Exempt
- C. DUNS# 075814186

10. Agreement:

It is understood and agreed to by the applicant that: (1) Funds granted for this project will be used only for the conduct of the project as approved. (2) the grant may be terminated in whole, or in part, by the Office. Such termination shall not affect obligations incurred under grant prior to the effective date of such termination. (3) When funds are advanced, any unexpended balance at the end of the approval period will be returned. (4) Any significant revision of the approved project proposal will be requested in writing by the grantee prior to enactment of the change. (5) Progress reports will be submitted as required by the Office. The final program and financial reports will be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, will be maintained and made available to the Office for audit purposes. (6) All reports of investigations, studies, publications, etc. made as a result of this proposal will acknowledge the support provided by Office. (7) All personal information concerning individuals served or studies conducted under the project is confidential and such information may not be disclosed to unauthorized persons. (8) The Office reserves a royalty free non-exclusive license to use and authorize others to use all copyrighted material resulting from this project.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that he/she will comply with the above agreement if the grant is received.

Signature of Official

Colleen Fahy-E

Please have the Authorized Person sign the Appendix D (page 2) on the SAME DATE for ALL six copies of the Appendix-D.

**Contract does not need to match
signature date**

Date

PROJECT SUMMARY

Oneida County Department of Social Services will utilize a subcontractor to conduct the Day Care Registration and Inspection services. The program will recommend Registration/and renewal for those individuals satisfactorily completing a FDC initial/renewal application. Program will provide technical assistance to potential and current providers regarding application and regulations. Program will provide regularly scheduled orientation throughout Oneida County. Program will complete an inspection/investigation on registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 50% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process and resolve initial registration/licensing applications within six (6) months of receipt including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licensing for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process and resolve completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. The renewals of Family and School- Age Child Care registrations will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/ licenses for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewal registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level –Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data

from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – 50% Inspections

The Contractor will conduct one quarter of the required number of annual 50% inspections for Family Day Care and School Age Child Care programs and complete all required documentation. The Quarterly Standard Performance Level for 50% inspections for an acceptable level of compliance is 90%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 90% of the Performance Level for 50% inspections is not met at the completion of the four quarters, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirement

The Contractor will process and resolve completed reviews of Mid-Point documentation including providing providers with all appropriate notifications regarding the Mid-Point Requirement. The Contractor will conduct Mid-Point inspections for Family Day Care and School Age Child Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for the Mid-Point Requirement for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the Performance Level for Mid-Point inspections is not met each quarter, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review.

The Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management reviews. The case review will include a review of a sample of case files regarding initial applications, renewal applications, 50% inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications

is given to providers and parents, where applicable, within the required time frames; each facility has the necessary active fingerprint files and are entered into CCFS upon receipt; inspections are conducted, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions including cooperating with the Office's Legal Division on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The management review will also include a review of other documentation to determine whether: registration staff have participated in training as required by the Office related to the performance of registration/licensing (where licensing applicable) duties and participated in management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to family day care, school-age child care, group family day care programs; and provided parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required. The approved quarterly registration/licensing (where licensing applicable) case files and management reviews for an acceptable level of compliance is 90%. If at least 90% of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Approved Staffing Plan

The Contractor staffing plan, including the percentage of time each staff works on the project, which has been approved by the Office and is maintained during the quarter. In addition, the Office's respective DCCS Regional Office Manager and Local Department of Social Services is to be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the Contractor will be allowed a three-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS and Local Department of Social Services with the names of the staff assigned to register and license day care programs, the percentage of time those staff work on the program. In addition the Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The approved staffing plan for an acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than three months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If at least 100% of the previous quarter's Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than three months old at the end of the quarter, 2% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

February 28, 2019

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 19-131

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

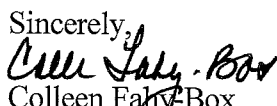
I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with Cayuga Home for Children d/b/a Cayuga Centers for the provision of Functional Family Therapy and Multisystemic Therapy services. This contract went out for RFP and Cayuga Centers was the sole respondent. These services are provided in the home of the individual and are personalized to meet the unique needs of the family.

- Functional Family Therapy (FFT) is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The FFT clinical model concentrates on decreasing risk factors and increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors.
- Multisystemic Therapy (MST) is an intensive family and community-based treatment that addresses the multiple determinants of serious antisocial behavior in at-risk youth. The multisystemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family, and extra-familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.

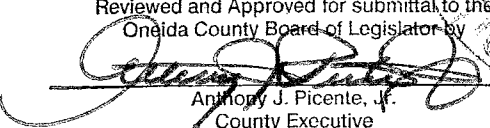
The term of this Agreement is January 1, 2019 through December 31, 2021 with the County reserving the option to renew the Agreement for an additional two (2) one-year terms. The maximum cost for services provided under this Agreement and the two (2) possible renewal terms shall not exceed \$2,131,941.00 with a total local cost not exceeding \$579,461.56 (27.18 %).

If this Agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further action. Thank you for your consideration.

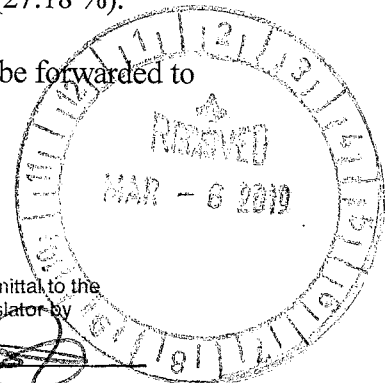
Sincerely,

Colleen Fahy-Box
Commissioner

CFB/vlc
attachment

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 3-6-19



45401

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent X

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Cayuga Home for Children d/b/a Cayuga Centers
101 Hamilton Avenue
Auburn, New York 13021

Title of Activity or Services: Functional Family Therapy and Multisystemic Therapy

Proposed Dates of Operations: January 1, 2019 – December 31, 2021

Client Population/Number to be Served: Youth at risk of out-of-home placement. This is a family and home-based service.

- Family Functional Therapy will have a case load of 25-27 children and their families at any given time.
- Multisystemic Therapy will have a case load of 12 children and their families at any given time.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

- Functional Family Therapy (FFT) is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The FFT clinical model concentrates on decreasing risk factors and increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors.
- Multisystemic Therapy (MST) is an intensive family and community-based treatment that addresses the multiple determinants of serious antisocial behavior in at-risk youth. The multisystemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family, and extra-familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.

2). Program/Service Objectives and Outcomes

- Program target and outcomes:
 - Families will increase their ability to resolve conflict.
 - Families will show improvement in effective communication skills.
 - Families will increase their formal and/or informal support network.
 - Youth will reduce occurrences of unexcused absences.
 - Youth will reduce their use of drugs.
 - Youth will reduce their use of alcohol.
 - Youth will engage in pro-social activities.
 - Program graduates will avoid out-of-home care within 12 months from graduating the program.

3). Program Design and Staffing Level -

- Two (2) - Full-time Functional Family Therapists which requires a Master’s degree and compliance with all required trainings to provide FFT.
- Two (2) – Full-time Multisystemic Therapists which requires a Master’s degree and compliance with all required trainings to provide MST.

Total Funding Request : Not to exceed \$1,248,360.00 for the term of the agreement.

Oneida County Dept. Funding Recommendation: Account # A6070.49548

Mandated or Non-mandated: Preventive services are mandated

Funding Source (Federal \$ /State \$ / County \$):

Federal	38.39 %	\$479,245.40
State	34.43 %	\$429,810.35
County	27.18 %	\$339,304.25

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 2014.

O.C. Department Staff Comments:

This program was submitted through the Request for Proposal process and was the only agency that responded. As this is a very specialized service they are the only vendor in the area that is qualified to provide this service at this time.

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter called the "County"), through its Department of Social Services (hereinafter called the "Department"), and Cayuga Home for Children, a not-for-profit corporation organized and existing under the laws of the State of New York, as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law, operating under the assumed name Cayuga Centers pursuant to Section 130 of the General Business Law, and having its principal office at 101 Hamilton Avenue, Auburn, New York 13021 (hereinafter called the "Contractor").

WITNESSETH

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the "Commissioner") is charged with the responsibility of administration of all child welfare services provided in 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 New York State; 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 for New York State, 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 or her Family at an earlier time than would otherwise be possible, or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services;

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the 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 or her 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, coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case Planning responsibility shall also include documenting 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:
 - a. 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;
 - b. 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 per 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 or her 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 or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement;
10. Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his 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 prepared pursuant to

Section 34-a of the Social Services Law;

12. Home Management Services as defined in the Consolidated Services Plan prepared pursuant to Section 34-a of the Social Services Law;
13. Homemaker Services as defined in the Consolidated Services Plan prepared pursuant to Section 34-a of the Social Services Law;
14. Housekeeper/Chore Services as defined in the Consolidated Services Plan 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 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 relationship and communication skills;
17. Transportation Services is defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's Family.

SECTION II: TERM OF AGREEMENT

18. The term of this Agreement shall be from January 1, 2019 through December 31, 2021.
19. The option to renew this Agreement under all current terms and conditions for two (2) additional one-year terms 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.

SECTION III: SCOPE OF SERVICES

20. It is mutually agreed between the Department and the Contractor that the Contractor shall
Cayuga Home for Children # 45401
Functional Family Therapy & Multisystemic Therapy
1/1/2019-12/31/2021

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 New York State. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

21. 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 New York State.
22. 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.
23. The Contractor shall provide Preventive Services in accordance with the program narrative, terms and conditions, and rates of payment described in Appendix C of this Agreement.
24. The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.
25. 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.
26. The Contractor and the Department agree that a determination by New York State 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.
27. Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix C of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.
28. The Contractor shall review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.
29. The Contractor shall comply with the reporting provision of suspected child abuse or

maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV: FAIR HEARINGS

30. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department shall also inform applicants for or recipients of Preventive Services how to file a fair hearing request. The Department shall be responsible for establishing fair hearing procedures, holding fair hearings, and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of the decision issued by the Office of Temporary and Disability Assistance. 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

31. 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 C of this Agreement and in accordance with State and Federal regulations pertaining to reimbursement of Preventive Services.

SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

32. 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 it in accordance with this Agreement and with appropriate New York State regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.
33. The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the regulations of New York State in order to provide the services set forth in Appendix C of this Agreement.
34. The Contractor shall provide the services described in Appendix C of this Agreement at the principal location of:

Cayuga Home for Children (dba Cayuga Centers)
FFT & MST PROGRAM
101 Hamilton Avenue, Auburn, New York 13021

and shall provide the Department 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.

35. 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

36. The Contractor shall 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 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 by New York State regulations.
37. 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 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.
38. The records of individual recipients of services shall be made available to the Department upon request for consultation or review.
39. The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.
40. The Contractor shall maintain financial books, records and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. 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.
41. The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.
42. In addition to Paragraph 38, 39, 40 and 41 of this Agreement, and until the expiration of (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 Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII: ACCOUNTABILITY

43. The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.
44. 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 and 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.
45. 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, extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance to Agreement requirements.
46. If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by New York State as it deems necessary;
47. 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;
48. 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

49. The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41;
50. The Contractor shall be bound by the terms and conditions of Appendix A, Appendix B, Appendix C and the Standard Oneida County Conditions Addendum attached hereto and made a part hereof.

SECTION X: TERMINATION OF AGREEMENT

51. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.
52. In addition to the termination provisions set forth in paragraph 51 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 it during the term of this Agreement.
53. When this Agreement is to be terminated pursuant to Paragraph 51 and 52 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

54. Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 51, 52, or 53 supra, the Department shall 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 shall negotiate an extension of this Agreement prior to the date of termination.
55. The Contractor shall comply with all Department close-out procedures, including but not limited to: account for and refund to the County any overpayments or excess funds paid 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: INSURANCE

56. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - a. Commercial General Liability (GCL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury.
 - ii. Abuse and Molestation coverage must be included.
 - iii. The County, and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to the additional insureds.
 - b. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.
 - c. Business Automobile Liability (BAL)

- i. BAL with limits of at least \$1,000,000 each accident.
 - ii. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
 - d. Commercial Umbrella
 - i. Umbrella limits must be at least \$2,000,000.
 - 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 or provided to the additional insureds.
 - e. Professional Liability coverage with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
 - i. Coverage for review of cases and resulting professional assessment.

57. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors, and employees for the recovery of damages to the extent these damages are covered by CGL, BAL, Professional Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

58. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insureds Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

SECTION XII: CHOICE OF VENUE

59. If either party elects to commence litigation against the other in connection with any matter related to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

SECTION XIII: MISCELLANEOUS PROVISIONS

- 60. The Department and the Contractor agree that the Contractor is an Independent Contractor and is not in any way to be deemed an employee of the County.
- 61. The Contractor shall at all times defend, indemnify and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.
- 62. The Contractor shall submit a County voucher to the Department certifying the satisfactory completion of the Contractor's performance and setting forth the reimbursement to be made.
- 63. 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.
- 64. 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.
- 65. 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 effects during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.
- 66. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first below written.

Date: _____

Cayuga Home for Children
Functional Family Therapy & Multisystemic Therapy
1/1/2019-12/31/2021

45401

Oneida County: _____
Anthony J. Picente, Jr., County Executive

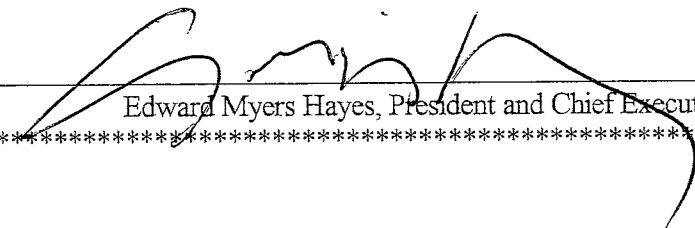
Date: _____

Approved: _____
Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____
Colleen Fahy-Box, Commissioner

Date: 02/15/19

Contractor: _____

Edward Myers Hayes, President and Chief Executive Officer

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Canyon Contract
NAME OF CONTRACTED AGENCY

Edward Miles Hayes
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

02/26/19
DATE

APPENDIX C

PROGRAM NARRATIVE, TERMS AND CONDITIONS, AND RATES OF PAY

Family Functional Therapy (FFT) & Multisystemic Therapy (MST)

Cayuga Home for Children

1. SERVICES

- a. The Contractor shall provide Functional Family Therapy (FFT) and Multisystemic Therapy (MST) to children who are at risk of out-of-home placement. The Functional Family Therapist requires a Master's degree and must be compliant with all required trainings to provide FFT. The two FFT Therapists shall carry a combined maximum case load of 25-27 children and their families at any given time with 24 hour availability. The Multisystemic Therapist requires a Master's degree and must be compliant with all required trainings to provide MST. The two MST Therapists shall carry a combined maximum case load of 12 children and their families at any given time with 24 hour availability. The Contractor is nationally licensed to provide both FFT and MST, and shall maintain such license throughout the duration of this Agreement.
- b. The Contractor has expertise and a thorough understanding of the FFT Model, the MST Model, and a thorough understanding of the Social Services system and resources in the community. Both FFT and MST have been used as a means to facilitate permanency outcomes for youth at risk of placement out of the home and reduce recidivism for youth involved in the child welfare system.
- c. FFT is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The FFT clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors.
 - i. The program is for at-risk youth ages 9 to 18 and has been applied in a variety of multiethnic, multicultural contexts to treat a range of youth and their families. Targeted youth generally are at risk for delinquency, violence, substance use, and other behavioral problems.
 - ii. FFT can consist of from 8 to 12 one-hour sessions up to 30 sessions of direct service for families depending on the circumstances. Sessions are generally spread over a 3-month period and can be conducted as a home-based model. FFT integrates several elements (clinical theory, empirically supported principles, and clinical experience) into a comprehensive clinical model. The model has five specific phases: engagement, motivation, relational assessment, behavior change, and generalization.

- iii. In the *engagement phase*, therapists concentrate on establishing and maintaining a strengths-based relationship with clients. The goals of this phase are to enhance the perception that the FFT therapeutic process will be responsive and credible, and demonstrate to clients that therapists will listen to, help, and respect them.
 - iv. During the *motivational phase*, therapists concentrate on the relationship process between adolescents and their family. One goal of this phase is to create a motivational context, so that adolescents and their families will want to continue therapy and not drop out. In addition, therapists concentrate on decreasing the negativity often characteristic of high-risk youths and families, as well as hopelessness and low self-efficacy. During this phase, the idea that a positive experience in therapy can lead to a lasting change is emphasized and reiterated.
 - v. The *relational assessment* involves analyzing the relational processes of the family, in addition to creating treatment places for the behavior change and generalization phases. The emphasis shifts during this phase from an individual problem to a relational perspective. Therapists work on intra-family and extra-family capabilities, such as values, interaction patterns, sources of resistance, and resources.
 - vi. The *behavior change phase* aims to reduce and eliminate the problem behaviors and accompanying family relational patterns through individualized behavior change interventions (skill training in family communication, parenting, problem-solving, and conflict management). Therapists work to develop change in behavior, while remaining aware of family members' abilities and interpersonal needs.
 - vii. Finally, the goal of the *generalization phase* is to increase the family's capacity to adequately use community resources and to engage in relapse prevention. The emphases are on relationships between family members and multiple community systems.
- d. MST is an intensive family and community-based treatment that addresses the multiple determinants of serious antisocial behavior in at-risk youth. The multisystemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family, and extra-familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.
- i. MST typically targets chronic, violent, and/or substance abusing youth who are at high risk of requiring (or who are returning from) out-of-home placement.

- ii. MST addresses the multiple factors known to be related to delinquency across the key settings, or systems, within which youth are embedded. MST strives to promote behavior change in the youth's natural environment, using the strengths of each system (e.g., family, peers, school, neighborhood, indigenous support network) to facilitate change.
 - iii. The major goal of MST is to empower parents with the skills and resources needed to independently address the difficulties that arise in raising teenagers and to empower youth to cope with family, peer, school, and neighborhood problems. Within a context of support and skill building, the therapist places developmentally appropriate demands on the adolescent and family for responsible behavior. Intervention strategies are integrated into a social ecological context and include strategic family therapy, structural family therapy, behavioral parent training, and cognitive behavior therapies.
 - iv. MST is provided using a home-based model of services delivery. This model helps to overcome barriers to service access, increases family retention in treatment, allows for the provision of intensive services (i.e., therapists have low caseloads), and enhances the maintenance of treatment gains. The average duration of MST treatment is approximately 4 months.
 - v. Evaluations of MST have demonstrated:
 - 1. reduced long-term rates of placement in youth;
 - 2. reduced rates of out-of-home placements for at-risk youth;
 - 3. extensive improvements in family functioning;
 - 4. decreased mental health problems for at-risk youth;
 - 5. favorable outcomes at cost savings in comparison with usual mental health and juvenile justice services.
- e. The work activities of both programs will include but not be limited to:
- i. The Contractor shall provide two (2) FFT Therapists and two (2) MST Therapists utilizing the FFT and MST Model.
 - ii. Oversight of these four (4) Therapists shall be provided by an FFT Supervisor and an MST Supervisor, respectively. Each position requires a Master's Degree.
 - iii. All referrals to this program must be made by the Oneida County Department of Social Services. Upon receiving the appropriate referral from the Department of Social Services, the Contractor shall follow the established procedures as agreed upon by both the Department and the Contractor.
 - iv. The Contractor shall make contact with youth and families within 24 hours

upon receipt of referral and notify the referring worker when contact has been made.

- v. FFT & MST are provided using a home-based model where services are delivered in the natural environment. Therapists must observe the living situations of each family and report poor conditions to the Department.
- vi. Therapists shall maintain the following documentation: intake paperwork, assessments of the youth and family, and weekly summaries after each visit with the family noting the progress, issues, and concerns.
- vii. Upon completion of program, staff completes a closing assessment with the youth and family similar to the intake assessment to evaluate effectiveness of program.
- viii. Upon completion of program, the therapist shall follow up with families utilizing phone contacts at 3 intervals: first contact is at three (3) months, second contact at six (6) months and third contact at twelve (12) months..
- ix. The Contractor shall provide trainings to the Department on a regular basis to assure program processes are clear and functioning effectively.
- x. The Contractor shall provide reporting and assessment forms acceptable to the Department of Social Services.
- xi. The Contractor shall participate in the treatment meetings as requested by the Department of Social Services.
- xii. The Contractor shall help to encourage all appropriate parties to be present for the case planning/service plan development sessions.
- xiii. The Contractor shall see all children and families both at home and community locations, i.e. school. Visits must include unannounced visits.

f. Program target and outcomes:

- i. 80% of families will increase their ability to resolve conflict.
- ii. 80% of families will show improvement in effective communication skills.
- iii. 80% of families will increase their formal and/or informal support network.
- iv. 75% of youth will reduce occurrences of unexcused absences.
- v. 75% of youth will reduce their use of drugs.

- vi. 75% of youth will reduce their use of alcohol.
 - vii. 75% of youth will engage in pro-social activities.
 - viii. 60% of program graduates will avoid out-of-home care within 12 months from graduating the program.
- g. The Contractor shall provide:
- i. Linkage to an integrated system of community-based diversion services.
 - ii. Promote the development of community-based services as an alternative to institutionalization.
 - iii. Reports to the Department as requested and as required by Federal, State or Local law, rule or regulation on a monthly basis and as well as a final statistical report of services provided by the Contractor under this program.
- h. Contractor staff shall attend any and all training as required by the County of Oneida pursuant to Federal, State or local law, rule, or regulation, or as necessary to evaluate the Contractor's performance under this Agreement.
- i. The Contractor shall keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Contractor shall provide such reports to the Department on the current status and progress of each recipient of services at intervals required.
- j. All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR 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.
- k. The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor shall maintain program staff for the duration of this agreement and complete a Contract Staff Vacancy Report upon any changes.

2. PERFORMANCE OF SERVICES

- a. The Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use the Contractor's best efforts to perform the services such that the results are satisfactory to the County and the Department. The Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where

Federal, State or local laws and regulations impose specific requirements on performance of the same.

- b. The Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the Department, and the Department shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, and in compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or the Department or create obligations on the part of the County or the Department without the prior written authorization of the Department.

3. INDEPENDENT CONTRACTOR STATUS

- a. It is expressly agreed that the relationship of the Contractor and its Assistants to the County and the Department shall be that of Independent Contractors. Neither the Contractor, nor its Assistants, shall be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor and its Assistants, in accordance with the Contractor's status as an Independent Contractor, 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, officers or employees of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County or the Department.
- b. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County and the Department agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. Neither the Contractor, nor its Assistants, shall be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that neither the Contractor, nor its

Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

- e. The Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County and the Department shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Contractor shall indemnify and hold the Department harmless from all loss or liability incurred by the County and the Department as a result of the County and the Department not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that the County, the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor shall comply with Federal and State laws as supplemented in the Department of Labor regulations and any other regulations of Federal and State entities relating to such employment and Civil Rights requirements.

4. REIMBURSEMENT

- 1. Reimbursement shall be issued in monthly installments, as detailed below, upon submission of a County voucher:
 - a. For the period of January 1, 2019 through December 31, 2019, the County shall reimburse the Contractor as follows:
 - i. Monthly reimbursement for January 1, 2019 through November 30, 2019 shall be \$33,854.33;
 - ii. Monthly reimbursement for December 1, 2019 through December 31, 2019 shall be \$33,854.37;
 - iii. Total reimbursement by the County to the Contractor from January 1, 2019 through December 31, 2019 shall not exceed \$406,252.00.
 - b. For the period of January 1, 2020 through December 31, 2020, the County shall

reimburse the Contractor as follows:

- i. Monthly reimbursement shall be \$34,668.50;
 - ii. Total reimbursement by the County to the Contractor from January 1, 2020 through December 31, 2020 shall not exceed \$416,022.00
 - c. For the period of January 1, 2021 through December 31, 2021, the County shall reimburse the Contractor as follows:
 - i. Monthly reimbursement for January 1, 2021 through November 30, 2021 shall be \$35,507.17;
 - ii. Monthly reimbursement for December 1, 2021 through December 31, 2021 shall be \$35,507.13;
 - iii. Total reimbursement by the County to the Contractor from January 1, 2021 through December 31, 2021 shall not exceed \$426,086.00.
2. In the event that the County and the Department elect to renew this Agreement for one or both renewal terms pursuant to "Section II: Term of Agreement" of the attached Agreement, monthly reimbursement for such renewal terms shall be as detailed below, upon submission of a County voucher:
 - a. For the period of January 1, 2022 through December 31, 2022, the County shall reimburse the Contractor as follows:
 - i. Monthly reimbursement shall be \$36,371.00;
 - ii. Total reimbursement by the County to the Contractor from January 1, 2022 through December 31, 2022 shall not exceed \$436,452.00.
 - b. For the period of January 1, 2023 through December 31, 2021, the County shall reimburse the Contractor as follows:
 - i. Monthly reimbursement shall be \$37,260.75;
 - ii. Total reimbursement by the County to the Contractor from January 1, 2023 through December 21, 2023 shall not exceed \$447,129.00.
3. The total cost of services provided under this Agreement and any renewal terms elected by the County and the Department shall not exceed \$2,131,941.00.
 - a. The Contractor shall bill monthly on vouchers with Agreement number and Name provided by the Department. The vouchers shall have attached:
 - i. Two (2) copies of "Composite Billing for Preventive Services," with Case Number, Case Manager's name, and other data as required.
 - ii. One (1) copy for each case of "Itemized Individual Billing for Preventive Services" with Case number Case Manager's name, and Case Comments.
 - iii. Other data which shall be mutually agreed upon.

5. EXPENSES

The Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel,

equipment, tools, office space, support services or other general operating expenses.

6. TRAINING

The Contractor shall not be required to attend or undergo any training by the Department, 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, the Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

7. MISCELLANEOUS PROVISIONS

- a. The Contractor shall prepare and provide the Department any and all monthly reports required by the County and State Governments.
- b. Financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or federal personnel. Contractor's financial records for the contracted program must be completed and available to the Department of Social services fiscal staff for review and Audit upon request.
- c. The Contractor agrees, pursuant to law, that the equipment purchased under this Agreement is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.

8. 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.

**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.

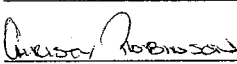
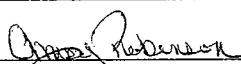
I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: ROUSSEAU MYLES HAVES

Signature: 

Title: President and CEO

Date: 02/15/19

Witness:  

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501
Telephone (315) 798-5523 Fax (315) 793-6044

February 21, 2019

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FR 20 19-132

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached for your review and approval is a Purchase of Service Agreement between Oneida County, through its Department of Social Services, and Upstate Cerebral Palsy, Inc.

This Agreement with Upstate Cerebral Palsy, Inc. is for three (3) Disability Services Specialists that provide services to Family Assistance and Safety Net recipients with disabilities.

The Disability Services Specialists work with a number of community employers to engage clients in approved work activities that will assist in achieving required work participation hours, while seeking employment and self-sufficiency.

The term of this Agreement runs from April 1, 2019 through March 31, 2022. This service went out to RFP and Upstate Cerebral Palsy, Inc. was the sole responder. The total cost for services provided under this Agreement shall not exceed \$438,641.00.00 and is reimbursed at 29% by federal funds. The local share for the services is \$311,435.11. The County maintains the option to renew this Agreement for an additional two (2) one-year terms which shall bring the total cost of services for five years to \$768,108.00 with a local cost of \$222,751.32.

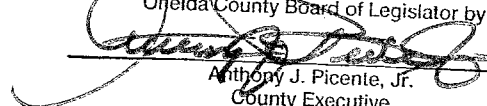
I am respectfully requesting the approval of this Agreement and the two additional terms between Oneida County, through its Department of Social Services, and Upstate Cerebral Palsy, Inc. If you agree, please forward the same to the Board of Legislators for consideration at their next meeting.

Thank you for your consideration.

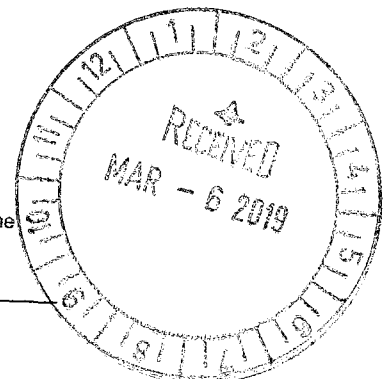
Sincerely,


Colleen Fahy-Box
Commissioner

CFB/vlc
attachment

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3-6-19



Oneida Co. Department Social Services

Competing Proposal ___
Only Respondent X
Sole Source RFP ___

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Upstate Cerebral Palsy, Inc.
1020 Mary Street
Utica, New York 13501

Title of Activity or Services: Disability Services Specialists

Proposed Dates of Operations: April 1, 2019 through March 31, 2020

Client Population/Number to be Served:

This program serves Family Assistance and Safety Net recipients with documented disabilities who need assistance to participate in approved Work Activities and placement in the competitive job market.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Disability Services Specialists will assist the Department in identifying and referring appropriate Family Assistance (FA) and Safety Net (SN) recipients to the program, have expertise in working with individuals with disabilities, possess a thorough understanding of the Social Services system regulations and confidentiality requirements, and have the knowledge of resources in the community that can assist this population in becoming employment ready.

2). Program/Service Objectives and Outcomes -

- This program will engage and monitor treatment activities that will assist with participation hours, while trying to become employable.
- It will establish employability status and provide explanations for determinations made for each applicant and re-establish for recipients as needed.
- It will refer appropriate Family Assistance and Safety Net recipients to programs to assist with obtaining SSI/SSD benefits per year.

3). Program Design and Staffing Level -

(3) Disability Service Specialists

Total Funding Requested: \$438,641.00

Oneida County Dept. Funding Recommendation: Account #:A6012.495139

Mandated or Non-mandated: Mandated

Proposed Funding Source (Federal \$ /State \$ / County \$):

State	29%	\$127,205.89
County	71%	\$311,435.11

Cost Per Client Served:

Past performance Served:

O.C. Department Staff Comments: Disability Services Specialists are a vital link in the total plan of bringing Safety Net and Family Assistance recipients from dependency to self-sufficiency. This contract went out to RFP and the contractor was the sole responder.

23104

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, through its Department of Social Services (hereinafter individually called the "Department;" the Department and Oneida County shall be collectively called the "County"), and Upstate Cerebral Palsy, Inc., a not-for-profit corporation as defined in Section 102(a)(5) of the Not-For-Profit Corporation Law and having its principal offices at 1020 Mary Street, Utica, New York 13501 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Department desires to increase and enhance assistance to individuals with disabilities by helping place people with disabilities in the competitive job market beyond those services mandated by law; and

WHEREAS, the Contractor has the specialized skills and expertise required to place people with disabilities in the competitive job market and substantial experience in working with individuals in every major disability group as defined in federal legislation and with individuals with two or more co-existing disabilities; and

WHEREAS, the Contractor has established a network among community employers who rely on the Contractor for a myriad of support services, such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving, and immediate response if a problem arises;

NOW THEREFORE, the parties hereto agree as follows:

1. Target Population:

The services shall assist Family Assistance and Safety Net recipients with documented disabilities who assistance to participate in approved work activities and placement in the competitive job market (hereinafter called the "Clients").

2. Scope of Services:

- a. The Contractor shall assign three (3) Disability Services Specialists (hereinafter collectively called the "Specialists") to the Department.
- b. The Department shall provide a work site for the Specialists with suitable equipment and support services. The Specialists shall be assigned to the Department's Employment Office in the Oneida County Office Building in Utica to allow for easy and convenient access to said services by the Department's clientele. The Department's Employment Supervisor shall identify eligible Clients and refer them for

the services of the Contractor. The Department's Employment Supervisor, with oversight provided by an Employment Grade B Supervisor, shall ensure the Contractor's compliance with federal, state and local law, rules and regulations, as well as with proper computer coding.

- c. The Specialists shall perform said services for Clients referred by the Department from both its Utica and Rome Offices. The Specialists shall be under the Contractor's supervision with oversight by the Department's Employment Supervisor.
- d. The Specialists shall provide services during all days and times that the County Offices are open to the public to ensure that the Clients may access services during the Department's regular business hours. The Contractor shall provide the Department with a copy of its personnel rules/policies pertaining to the Specialists' positions; including a list of observed days off for holidays, number of days/hours earned for vacation, personal, sick etc., and the same shall continue to be observed by the Specialists assigned to work under this Agreement.
- e. The Department's Employment Supervisor shall be notified immediately of all time off approved by the Contractor prior to such time taken by the Specialists, or as soon as possible when prior notification is not possible.
- f. The Specialists shall have expertise in working with individuals with disabilities and a thorough understanding of the social services system and resources in the community, including medical and psychiatric services providers. The Specialists shall be familiar with mandated reporting and confidentiality requirements. The Specialists shall be computer literate and able to work independently.
- g. The Specialists Shall Be Responsible For:
 - i. Assessing Clients to establish employability status and providing explanations for decisions made for each Client; re-establishment for Clients as needed.
 - ii. Orienting Clients to the Department's rules and regulations regarding eligibility for this program.
 - iii. Enrolling Clients in appropriate countable work activities as identified under Temporary Assistance for Needy Families (TANF) reauthorization requirements, monitoring such activities bi-weekly, and recording attendance in the State monitoring database, CMS.
 - iv. Referring Clients to appropriate providers, such as Adult Career and Continuing Education Services (ACCESS), training programs, human services agencies, and medical providers, while referring and coordinating supportive services.

- v. Monitoring treatment activities that assist Clients to comply with work rules, including medical and mandated services.
- vi. Obtaining and evaluating medical reports for Clients within ninety (90) days of Family Assistance or Safety Net case opening.
- vii. Completing Department releases and forms related to Client disabilities.
- viii. Providing monthly reports as required by law to the Department on the number and activity of Clients in each category, by the 5th day of the following month.
- ix. Reassessing and re-examining the limitations of all Family Assistance and Safety Net exempt adults to allow participants to enroll in work activities to the extent of their ability.
- x. Referring, monitoring and assisting 100% of Clients determined to be Supplemental Security Income or Social Security Disability Insurance appropriate to pursue application, appeals, reconsideration, and hearings.

3. Performance of Services:

- a. The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use the Contractor's best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for 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.
- b. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County and in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

4. 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.
 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 any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).
 - ii. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - iii. Workers' Compensation and Employer's Liability
 1. Statutory limits apply.
 - iv. Business Automobile Liability
 1. Business Automobile Liability with limits of at least \$1,000,000 each accident.
 2. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

3. Oneida County shall be included as an additional insured on the Business Automobile Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

v. Commercial Umbrella

1. Commercial Umbrella limits must be at least \$5,000,000.
 2. Commercial Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 3. Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- b. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- c. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- d. Indemnification: To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"),

incurred by the County caused by any negligent act or omission, or intentional misconduct of the Contractor, its officers, agents, employees (including the Contractor's Assistants or other authorized personnel) arising out of or in connection with the exercise by the Contractor or any of the Contractor's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the County.

5. Term of Agreement:

- a. The term of this Agreement shall be from April 1, 2019 through March 31, 2022.
- b. This Agreement may be renewed for an additional two (2) one-year terms. The option to renew this Agreement is at the sole discretion of the County and notice shall be provided to the Contractor prior to the end of the term of this Agreement.
- c. 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.

6. Reimbursement for Services:

- a. The Contractor shall be reimbursed in monthly installments, as detailed below, upon submission of a County Voucher and supporting documentation certifying the satisfactory completion of the Contractor's performance and setting forth the reimbursement to be made.
- b. In the event that the Specialists do not provide services the days as times as specified in Section 2 paragraph d hereinabove, reimbursement shall be prorated at a daily rate and shall equal the actual number of days the service was provided.
- c. Total reimbursement by the County to the Contractor for the term of this Agreement shall not exceed \$438,641.00.
- d. For the period of April 1, 2019 through March 31, 2020 reimbursement shall not exceed \$139,277.00.
 - i. For the period of April 1, 2019 through February 29, 2020, monthly reimbursement shall be \$11,606.42.
 - ii. For the period of March 1, 2020 through March 31, 2020, monthly reimbursement shall be \$11,606.38.
- e. For the period of April 1, 2020 through March 31, 2021 reimbursement shall not exceed \$146,100.00.

- i. For the period of April 1, 2020 through March 31, 2021 monthly reimbursement shall be \$12,175.00
- f. For the period of April 1, 2021 through March 31, 2022 reimbursement shall not exceed \$153,264.00.
 - i. For the period of April 1, 2021 through March 31, 2022, monthly reimbursement shall be \$12,772.00.

7. Independent Contractor Status:

- a. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, and neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Contractor and its Assistants shall not be eligible for compensation from the County due to
 - i. illness;
 - ii. absence due to normal vacation; or
 - iii. absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely

responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the reimbursement provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

8. Training:

The Contractor and its Assistants shall not be required to attend or undergo any training by the County, except for those specialized trainings pertaining to the administration of this program. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same, except for those specialized trainings required by the County for the administration of this program, which will be paid for directly by the County.

9. Reporting Requirements:

- a. Chapter 57 of the Laws of 2007 requires the Department to provide a monthly Family Service Performance Report. The Contractor shall submit monthly reporting to the Department providing the Department with the number of families served each month (broken down by Family Assistance and Safety Net).
- b. In order to have consistent reporting, the number of families reported each month is to be unduplicated within the Agreement. A family that is served more than once per month under this Agreement should be counted only once. If a family receives services

under more than one agreement from the Contractor within a month, the family should be counted once per month for each agreement that service was received.

- c. The Department must receive monthly reports no later than the 5th of the following month of service. Such reports shall be submitted to the Department's Employment Unit, sent to the Supervisor's attention.
- d. The Contractor shall provide a final financial reconciliation upon completion of the services provided under this Agreement. The Contractor's financial records shall be complete and available to the Department's fiscal staff for review and audit upon the Department's request.

10. Choice of Law / Venue

- a. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
- b. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. Entire Agreement:

This Agreement and all attached appendixes and addendums contain 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 any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

12. 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.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

Date: _____

Oneida County: _____.

Anthony J. Picente, Jr., County Executive

Approved: _____.

Maryangela Scalzo, Assistant County Attorney

Date: _____.

Oneida County Department of Social Services: _____.

Colleen Fahy-Box, Commissioner

Date: _____.

Upstate Cerebral Palsy, Inc.: _____.

Geno DeCondo, CEO

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a

- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No 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.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
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: _____

ADDENDUM -- STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 1st day of July, 2018, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. 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 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



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

CHAD LAWRENCE
Commissioner of Aviation

March 12, 2019

FN 20 19-133

Anthony J. Picente, Jr.
County Executive
800 Park Avenue
Utica, NY 13501

WAYS & MEANS

Dear County Executive Picente:

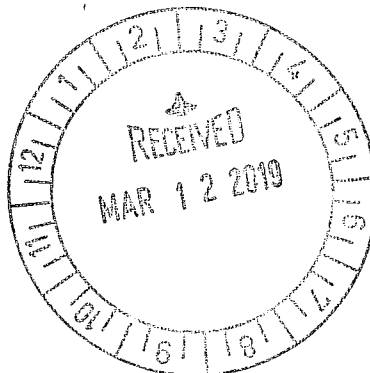
On March 11, 2019, we received correspondence from the Federal Aviation Administration revising and updating the Air traffic Control Tower Operations Agreement for FAA Contract Tower at Griffiss International Airport. The Tower Operations Agreement sets forth the terms at under which the FAA will provide air traffic control services to the Griffiss International Airport.

The County Attorney's office has reviewed the agreement and deemed it acceptable.

If you concur with the agreement, please forward to the Board of Legislators for their consideration.

Sincerely,

Chad Lawrence
Commissioner of Aviation



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 3-12-19

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

ONEIDA COUNTY BOARD OF LEGISLATORS CONTRACT SUMMARY

Name & Address of Vendor:

Federal Aviation Administration
William J. Hughes Technical Center
Fourth Floor, Building 300
Atlantic City, New Jersey 048405

Title of Activity or Service:

MOU for Air Traffic Control Towers to standardize conditions under which the FAA will provide air traffic control services.

Proposed Dates of Operation: Upon execution. Renews automatically on an annual basis unless terminated by either party in writing.

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This agreement will standardize the conditions under which the FAA will provide air traffic control services.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing: N/A

Total Funding Requested:

Account #:

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$):

O.C. Department Staff Comments:

**AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT BETWEEN
FEDERAL AVIATION ADMINISTRATION (FAA)**

AND

Griffiss International Airport

I. PARTIES

This Air Traffic Control Tower Operations Agreement (TOA) (hereinafter "Agreement"), is hereby made and entered into this _____ day of March, 2019, by and between the Federal Aviation Administration ("FAA") and the County of Oneida ("Airport Sponsor") (collectively known as the "Parties").

II. SCOPE

The purpose of this Memorandum of Understanding (MOU) between the FAA and the Airport Sponsor is to set forth the terms under which the FAA will provide air traffic control (ATC) services to the Airport Sponsor at *Griffiss International Airport* ("Airport"), located in *Rome, NY*. This Agreement replaces and supersedes any prior TOA signed by the parties.

III. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Roles and responsibilities of the FAA.

The FAA shall provide ATC services at the Airport, by way of a contractual agreement between the FAA and an air traffic control services provider of the FAA's choice, in accordance with standards established by the FAA, subject to the availability of funds.

The tower hours of operation will be 0700L – 2100 L.

The FAA reserves the right to adjust those hours in accordance with applicable FAA standards, regulations and policy.

The FAA/ATC contractor will collect hourly and daily traffic count data during tower operating hours.

The FAA will maintain all FAA-owned equipment installed in the tower.

The FAA will conduct annual occupational safety and health inspections, for any FCT that is an FAA employee's duty station.

The FAA will conduct periodic security inspections based upon the criteria identified in FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed Non-Disclosure Agreement (NDA) will be required to receive a copy of the Order.)

B. Roles and responsibilities of the Airport Sponsor.

The Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable state and local codes, standards and regulations.

In the absence of applicable state and local codes, standards, and regulations, the Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable Federal codes, standards and regulations.

The Airport Sponsor shall provide, maintain, and replace, at no expense to the FAA, all non-FAA-owned tower equipment required by the Minimum Equipment and Facilities List (MEL).

The Airport Sponsor shall provide and continually maintain all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas and sewer. The Airport Sponsor shall maintain janitorial services (to include washing tower cab windows and shades, interior and exterior, when necessary).

The Airport Sponsor shall be responsible for the proper and continued functioning of all equipment that the FAA determines is necessary for ATC operations, including that which cannot be placed in operation or otherwise controlled from the ATCT building or that is not otherwise within the control of the FAA, its agents, representatives or contractors. Examples include, but are not limited to airport lighting, windsock, obstruction lights, rotating beacon, etc.

The Airport Sponsor is responsible for ensuring security and controlled access to the tower is established and maintained in accordance with FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed NDA will be required to receive a copy of the Order.)

The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the ATC service provider's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning equipment, security or building problems.

In accordance with FAA Order JO 7210.3, as revised, other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, local procedures and reporting airport conditions. However, the terms and conditions

set forth in this Agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.

IV. BENEFIT/COST RATIOS CONSIDERATION

Current procedures require FAA to recalculate benefit/cost ratios periodically to determine the percentage of funds for which the FAA and the airport are responsible. The FAA currently provides full funding for sites with a benefit/cost ratio of 1.0 or greater. Fully funded sites whose benefit/cost ratio decreases to less than 1.0 will be offered the opportunity to participate in the FCT Cost Share Program.

V. SUPPLEMENTAL HOURS

If the Airport Sponsor requests ATC services outside of FAA approved tower hours of operation, the provision of such additional services shall be at the expense of the Airport Sponsor. These supplemental hours of operation may be achieved through an agreement with the air traffic control services provider, supplemental agreement with the FAA, or by other authorized means.

VI. POINTS OF CONTACT

Airport Sponsor
Chad Lawrence
Commissioner
660 Hangar Rd Suite 223
Rome, NY 13441

FCT Program Implementation Manager

FCT Program Manager

VII. CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by both parties. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

VIII. TERMINATION

The Airport Sponsor agrees that notwithstanding any other provisions of this TOA, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds. If adequate annual appropriations are not provided, the FAA may terminate this Agreement without penalty.

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least Ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

IX. TERM OF THE AGREEMENT

This Agreement shall automatically renew annually on the effective date unless terminated by either of the parties in writing, as provided herein.

X. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the Director of Operations- Headquarters (AJT-2) will resolve the dispute. The decision of the Director of Operations-Headquarters is not subject to further administrative review and, to the extent permitted by law, is final and binding.

XI. INSURANCE

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, the performance of this Agreement to the extent permitted by law. *(If necessary, Airport Sponsor may insert a description of any State laws that apply here.)*

XII. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with the Airport Sponsor's performance under this Agreement.

XIII. LEGAL AUTHORITY

This "other transaction" MOU is entered into under the authority of 49 U.S.C. §§ 106 (f)(2)(A) and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary. This MOU is not a Memorandum of Agreement, procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

XIV. CIVIL RIGHTS ACT

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs and, if requested, provide a certification to that effect.

XV. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this MOU.

XVI. FUNDING

No funds are obligated under this MOU. Each party shall bear the full cost it incurs in performing, managing, and administering its responsibilities under this MOU.

XVII. CONSTRUCTION

Parties agree to exercise good faith in achieving the goals of this MOU; this means that the Government will adopt and perform the above delineated roles and responsibilities and will provide air traffic control services for the above designated airport sponsor at the designated location. The Airport Sponsor also agrees to adopt and perform the above delineated roles and responsibilities. Neither party is authorized or empowered to act on behalf of the other with regard to any matter, and neither party shall be bound by the acts or conduct of the other in connection with any activity under this MOU. This provision shall survive termination of this MOU. The undersigned TOA holder affirms that this MOU is entered knowingly and voluntarily.

The FAA reserves the right to withdraw FAA funding for ATC services from Airport Sponsors that do not comply with the terms of this agreement.

AGREED:

Airport Sponsor

Federal Aviation Administration

BY: _____

BY: _____

TITLE: Oneida County Executive

TITLE: _____

DATE: _____

DATE: _____



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**
51 Leland Ave, PO Box 442, Utica, NY 13503-0442
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive
Steven P. Devan, P.E.
Commissioner

March 6, 2019

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

FW 20 19-134

PUBLIC WORKS

Re: New York State Economic Development Assistance Program (NYS EDAP)
Grant Amendment
Project #3505

WAYS & MEANS

Dear County Executive Picente:

In 2008, Senator Griffo and Assemblywoman Destito secured a NYS EDAP Grant for \$950,000 to be used to defray costs associated with the implementation of the NYSDEC Consent Order. This money has to be used to purchase equipment that will be used to comply with the consent order. Preliminary paperwork for the grant was submitted in October of 2008. Revised paperwork was submitted in July of 2011.

The initial grant was used to fund equipment purchases associated with the establishment of the flow monitoring program required by the NYSDEC consent order. As it turns out, all of the \$950,000 was not needed for the flow monitoring program. The money in the grant must be used specifically for equipment purchases.

DASNY has allowed the County to use the excess funds to purchase equipment to maintain the interceptor sewers. This equipment includes two (2) ATV type vehicles and two (2) trailers to haul them as well as a sewer flush/vac truck to clean sewers. It should be noted that the amount of the grant has not changed. DASNY has just allowed the county to repurpose the funds within the grant.

DASNY has submitted a revised agreement for the County to act on. I am available to meet with you at your convenience to discuss this matter and explain this request in more detail. If this revised agreement meets with your approval, please forward to the Board of Legislators for its consideration. Thank you for your consideration in this matter.

Sincerely,
**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner

Attachments

Cc: John Waters, WQ&WPC
Karl Schrantz, OBG

Attachments: Revised DASNY Grant
Contract Summary Sheet

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3-12-19

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Dormitory Authority of the State of New York
(DASNY)
515 Broadway
Albany, NY 12207-2964

Title of Activity or Service: NYS EDPA Grant
Project 3505
Amended Agreement

Proposed Dates of Operation: 2014-2020

Client Population/Number to be Served: 110,000 people

Summary Statements

1) Narrative Description of Proposed Services: This \$950,000 NYS EDPA grant is for the purchase of equipment. It was originally intended to purchase flow monitoring equipment for the interceptor system. Only a portion of the money was expended. DASNY is allowing the County to repurpose the remaining funds to purchase a sewer vac/flush truck, two ATV type vehicles and trailers with the remaining funds. An amended agreement is required to do this.

2) Program/Service Objectives and Outcomes: Purchase the above equipment with the remaining funds from the NYS EDPA grant.

3) Program Design and Staffing: Department staff will be used to research equipment and generate purchase orders.

Total Funding Requested: \$950,000 **Account #:** HG447

Oneida County Dept. Funding Recommendation: \$950,000

Proposed Funding Sources (Federal \$/ State \$/County \$): State Funding will come from reimbursements from DASNY when the equipment is procured.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: \$378,289.15 was spent on flow monitoring equipment. \$571,710.85 is left to purchase additional equipment.

This **AMENDED AND RESTATED GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"): 515 Broadway
Albany, New York 12207
Contact: Sara Richards, Esq.
Phone: (518) 257-3177
Fax: (518) 257-3475
E-mail: grants@dasny.org

THE GRANTEE: County of Oneida
800 Park Avenue
Utica, NY 13501
Contact: Mr. Steven P. Devan, PE
Phone: (315) 798-5656
Fax: (315) 724-9812

THE PROJECT: Implementation of a Sanitary Sewer Flow Monitoring System

PROJECT LOCATION: Oneida County

GRANT AMOUNT: \$950,000.00 Original Grant Amount
\$378,289.15 Disbursement
\$571,710.85 Remaining Balance

FUNDING SOURCE: New York State Economic Development Assistance Program ("NYS EDAP")

For Office Use Only:

PRELIMINARY APPLICATION or PROJECT INFORMATION SHEET DATE:

7/28/11

DATE AMENDED AND RESTATED GDA SENT TO GRANTEE:

3/11/14(Orig.); 9/4/18 (A&R)

DATE AMENDED AND RESTATED GDA SIGNED BY GRANTEE:

DATE AMENDED AND RESTATED GDA SIGNED BY DASNY:

EXPIRATION DATE OF THIS AMENDED AND RESTATED GDA:

PROJECT ID #: 3505
FMS#: 144667
GranteeID: 687
GrantID: 3646

TERMS AND CONDITIONS

1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the NYS EDAP Program have been met; and

This **AMENDED AND RESTATED GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"): 515 Broadway
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THE GRANTEE: County of Oneida
800 Park Avenue
Utica, NY 13501
Contact: Mr. Steven P. Devan, PE
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3/11/14(Orig.); 9/4/18 (A&R)

DATE AMENDED AND RESTATED GDA SIGNED BY GRANTEE:

DATE AMENDED AND RESTATED GDA SIGNED BY DASNY:

EXPIRATION DATE OF THIS AMENDED AND RESTATED GDA:

PROJECT ID #: 3505
FMS#: 144667
GranteeID: 687
GrantID: 3646

TERMS AND CONDITIONS

1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the NYS EDAP Program have been met; and

- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the NYS EDAP and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (www.grantsreform.ny.gov) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) ~~Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or~~
- (b) Payment on Invoice:
 - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
 - (2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to Paragraph 4(d) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

(c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

(d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

(e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the

proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the NYS EDAP Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.

- (e) ~~The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.~~
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle

Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (www.grantsreform.ny.gov).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
- (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
- (vi) The Grantee abandons the Project prior to its completion.
- (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

- (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the NYS EDAP Program to DASNY.

County of Oneida
Implementation of a Sanitary Sewer Flow Monitoring System
Project ID 3505

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

Authorized Officer

(Printed Name)

Date:

~~GRANTEE: COUNTY OF ONEIDA~~

(Signature)

(Printed name and title)

Date:

AMENDED AND RESTATED GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT B: Opinion of Counsel

[Letterhead of Counsel to the Grantee]

[Date]

DASNY
515 Broadway
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

*Re: New York State Economic Development Assistance Program ("NYS EDAP") Grant
Implementation of a Sanitary Sewer Flow Monitoring System
Project ID 3505*

Ladies and Gentlemen:

I have acted as counsel to County of Oneida (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Amended and Restated Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on **[Insert date Agreement executed by Grantee]** (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [or, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

EXHIBIT C: Grantee Questionnaire

Grant Programs
Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

1. GRANTEE (LEGALLY INC. NAME): County of Oneida
2. FEDERAL EMPLOYER ID NO. (FEIN): 15-6000460
3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): _____
- COUNTY FILED: _____
4. WEBSITE ADDRESS (IF APPLICABLE): www.ocgov.net
5. BUSINESS E-MAIL ADDRESS: ce@ocgov.net
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 800 Park Ave, Utica, NY 13501
7. TELEPHONE NUMBER: 315-798-5800 7. FAX NUMBER: 315-798-2390
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?
 YES NO

If **yes**, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:
NAME: Steven P. Devan, PE
TITLE: Commissioner
TELEPHONE NUMBER: 315-798-5657 FAX NUMBER: 315-724-9812
E-MAIL: _____
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 221

Grantee FEIN: 15-6000460

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) BUSINESS CORPORATION
- b) PUBLIC RESEARCH INSTITUTION
- c) ACADEMIC RESEARCH INSTITUTION
- d) NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: _____
- g) LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) MUNICIPALITY
- i) UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) OTHER – SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS
CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:
 YES NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY
PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE
REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS
EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED
TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE
AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? YES NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? YES NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? YES NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. _____.

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? YES NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

YES NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. N/A

3. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

(a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? YES NO

(b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? YES NO

(c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? YES NO

(d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? YES NO

(e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? YES NO

(f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? YES NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? YES NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? YES NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? YES NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? YES NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? YES NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? YES NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? YES NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS YES NO
 - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION YES NO
 - COVERAGE OR CLAIM REQUIREMENTS YES NO
 - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) YES NO
 - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS YES NO
 - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS YES NO
 - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? YES NO
 - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? YES NO

FOR EACH YES ANSWER TO QUESTIONS 3A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

4. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE **FAILED** TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY ? YES NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: _____

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? YES NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: _____

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: _____

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: _____

5. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? YES NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: _____

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: _____

IF CLOSED, PROVIDE THE DATE CLOSED: _____

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

Signature of Authorized Officer

Anthony J. Picente, Jr.

Printed Name of Authorized Officer

County Executive

Title of Authorized Officer

Sworn to before me this ____ day
of _____, 201__.

Notary Public

Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Gerald J. Fiorini

Print Name of Chair of the Board of Grantee
(or other Authorized Officer)

Sworn to before me this ____ day
of _____, 201__.

Notary Public

AFFIDAVIT OF NO CHANGE

Note: If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please sign and notarize this Affidavit of No Change Form and submit it along with your most recent copy of the previously submitted Grantee Questionnaire.

If you have never filled out a Grantee Questionnaire you do not have to complete this form.

DASNY

GRANTEE:

The undersigned, being duly sworn, deposes and says:

1. I am an officer of _____

_____ (hereinafter the "Grantee"),
which is currently entering in a Grant Disbursement Agreement with DASNY.

2. Grantee previously submitted a DASNY Grantee Questionnaire within the past six months notarized by the Grantee on _____ in connection with the _____ (Grant Program) for _____ (Project).

3. Attached is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

4. I hereby certify that there has been no material change in the information pertaining to the Grantee Questionnaire:

NAME

TITLE

Sworn before me this

_____ day of _____,

Notary Public

EXHIBIT D: Disbursement Terms

County of Oneida
Implementation of a Sanitary Sewer Flow Monitoring System
Project ID 3505

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

County of Oneida
 Implementation of a Sanitary Sewer Flow Monitoring System
 Project ID 3505

For Office Use Only:		
FMS#: <u>144667</u>	GranteeID: 687	GrantID: 3646

Payment Request #

For work completed between / / and / /

THIS REQUEST:

A: TASK #*	B: DASNY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
TOTAL:				

* Please note that the task numbers and DASNY Share amounts set forth in columns A and B respectively must correspond to the tasks and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a New York State Economic Development Assistance Program facility.

DASNY may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the County of Oneida, for Project # 3505.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which County of Oneida, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and County of Oneida (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Amended and Restated Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of County of Oneida. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents (**Please check off all that apply**):
 - Readable copies of both front and back of canceled checks.
 - Readable copies of the front of the checks and copies of bank statements showing that the checks
 - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

**EXHIBIT E-I: Payment Requisition Cover Letter
ON GRANTEE'S LETTERHEAD**

Date _____

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: New York State Economic Development Assistance Program ("NYS EDAP") Grant
Implementation of a Sanitary Sewer Flow Monitoring System
Project No. 3505*

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the Amended and Restated Grant Disbursement Agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
or		
2)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the Amended and Restated Grant Disbursement Agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
or		
3)	<input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the Amended and Restated Grant Disbursement Agreement. We have not paid the invoice(s) included in this request. We have established a segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose. The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at () _____.

Signature: _____

Print Name: _____ Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaled by task #. Please use additional sheets if necessary.

Task #: _____ Task Description: _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

Task #: _____ Task Description: _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

Task #: _____ Task Description: _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned

Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

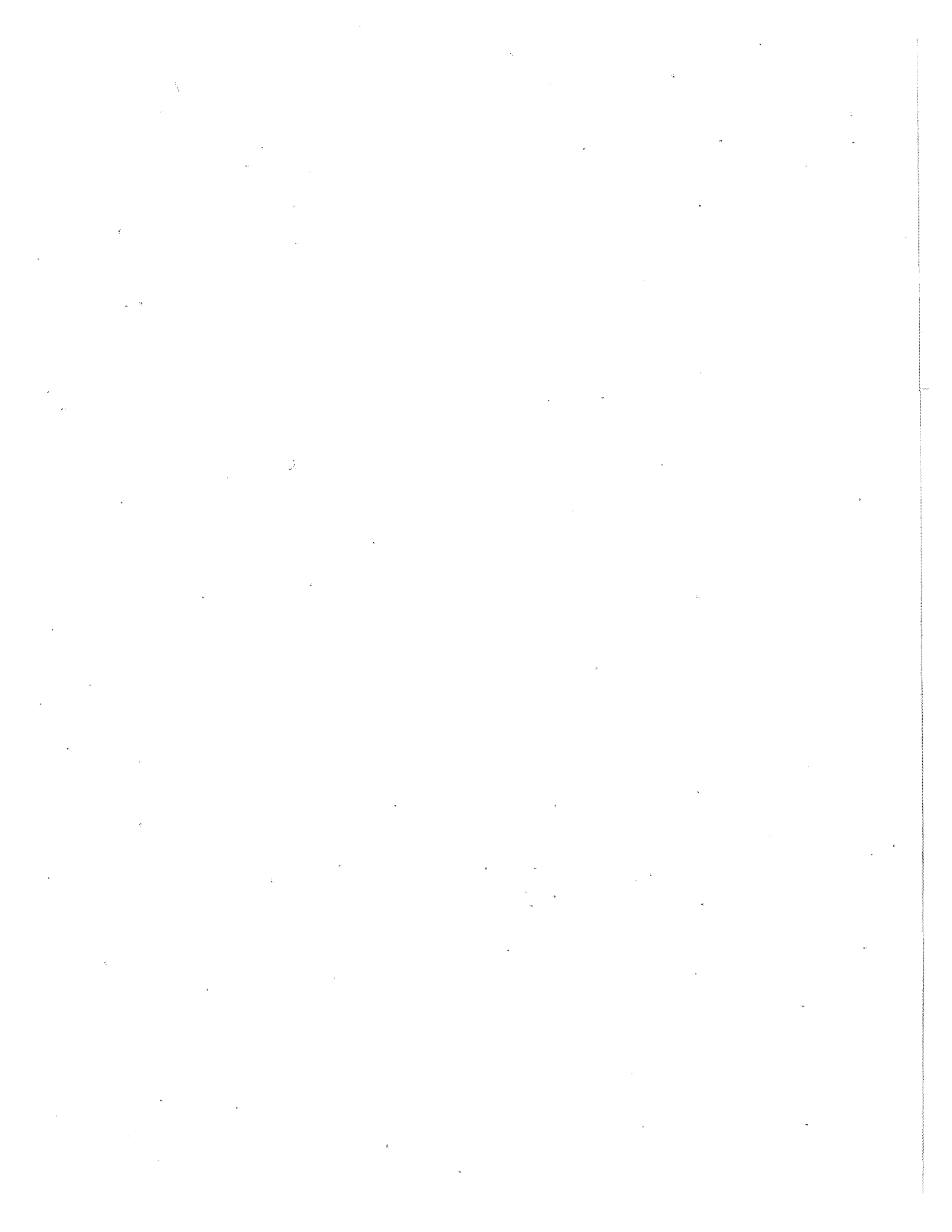
Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;

- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.



Attachment for Section III, Question 2

The County of Oneida is a municipality. That number of contracts it has with State Agencies, Public Authorities or other Quasi-State entities over the last five (5) years has to be in the thousands if not 10's of thousands. They are all a matter of public record. However, the Department has had the following contracts over the last 5 years.

NYSERDA Steven A. Hoyt 17 Columbia Circle Albany, NY 12203-6399	\$2,000,000 Grant	No: 73665	9/25/2015
Empire State Development Edwin Lee 633 Third Ave New York, NY 10017	\$1,000,000 Grant	CFA#: 53943	3/3/2016
NYSDEC Myra Fedyniak Office of Climate Change 625 Broadway Albany, NY 12233-1080	\$1,327,500 Grant	DEC01-C0035166-3350000	3/8/2017
NYSEFC Nichlaus Adams 625 Broadway Albany, NY 12207-2997	\$12,602,509 Loan	C6-6070-08-00 C6-6070-08-02	2015
	\$46,533,677 Loan	C6-6070-08-06 C6-6070-08-10	2017
	\$116,973,885 Loan	C6-6070-08-04	2018

Attachment for Section III, Question 4 (m)

On July 11, 2007, the County of Oneida entered into Consent Order #R620060823-67 with NYSDEC pertaining to wet weather discharges into the Mohawk River from the Sauquoit Creek Pumping Station. The Consent Order settled an enforcement action that had been brought by NYSDEC against the County since the County holds the permit for discharges from the Sewer District to the Mohawk River. On December 12, 2011 the consent order was modified to reflect the work accomplished since July 11, 2007.

Work under the consent order is ongoing. The County of Oneida is in full compliance with the order.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

March 6, 2019

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

FN 20

19-135

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

In May 2017, Oneida County executed a Bridge NY Local Project Agreement (LPA) with New York State that secured up to \$520,660.00 in federal funds for the reconstruction of the Roberts Road Bridge over Little Black Creek in the Town of Remsen. This bridge is owned, operated, and maintained by the Town of Remsen. Therefore, Oneida County also executed an intermunicipal agreement with the Town of Remsen that makes the Town responsible for any nonreimbursable expenditure.

Enclosed is Supplemental Agreement No. 1 to the LPA that will increase Preliminary Engineering/Design cost, add Construction Phase funding, and reduce funding programmed for right-of-way incidentals. Revised total estimated project expenditures are \$694,200.00, including a \$173,540.00 contribution from the Town of Remsen.

If acceptable, please forward the enclosed Supplemental Agreement No. 1 to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3-12-19

cc: Mark E. Laramie, PE, Deputy Commissioner

Oneida County Department: Public Works

Competing Proposal _____ Only Respondent _____ Sole Source RFP _____ Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of & Address of Vendor:	New York State Department of Transportation 50 Wolf Road Albany, NY 12232
Title of Activity of Service:	Supplemental Agreement No. 1 to Local Project Agreement PIN 2754.33
Proposed Dates of Operation:	Start on Execution – 12/31/2019
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

This Supplemental Agreement No. 1 amends a 2017 Bridge NY Local Project Agreement (LPA) with New York State for the reconstruction of the Roberts Road Bridge over Little Black Creek in the Town of Remsen. It increases Preliminary Engineering/Design cost, add Construction Phase funding, and reduce funding programmed for right-of-way incidentals. Revised total estimated project expenditures are \$694,200.00, including a \$173,540.00 contribution from the Town of Remsen.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-557
Total Funding Requested:	\$694,200.00
Oneida County Dept. Funding Recommendation:	\$694,200.00
Proposed Funding Sources	Federal: \$520,660.00
	State: \$0.00
	County: \$0.00
	Town of Remsen: \$173,540.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: **County of Oneida**
PIN: **2754.33** BIN: **2205940**
Comptroller's Contract No. **D035574**
Supplemental Agreement No. **1**
Date Prepared: **1/25/2019** By: **JM**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D035574 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

County of Oneida (the Sponsor)
Acting by and through the **County Executive**
with its office at **800 Park Avenue, Utica, NY 13501**.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **Construction** which covers eligible costs incurred on/after **11/7/2018**
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (insert text below):

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.33

OSC Municipal Contract #: D035574	Contract Start Date: 4/6/2017 (mm/dd/yyyy)	Contract End Date: 9/30/2021 (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
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Purpose: Original Standard Agreement Supplemental Schedule A No. 1

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REPLACE **County (if different from Municipality):** _____

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*
Project Description: Bridge NY 2016: Roberts Road over Little Black Creek (BIN 2205490), Bridge Replacement, Town of Remsen, Oneida County.

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to-Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
2754.33.121	Current	STP	\$128,000.00	\$121,600.00	\$0.00	\$6,400.00
	Old	STP	\$65,000.00	\$65,550.00	\$0.00	\$3,450.00
2754.33.221	Current	STP	\$ 0.00	\$0.00	\$0.00	\$0.00
	Old	STP	\$ 300.00	\$1,900.00	\$0.00	\$100.00
2754.33.321	Current	STP	\$420,063.16	\$399,060.00	\$0.00	\$21,003.16
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
2754.33.301	Current	100% Local	\$146,136.84	\$0.00	\$0.00	\$146,136.84
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$694,200.00	\$520,660.00	\$ 0.00	\$173,540.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$520,660.00	\$ 0.00	\$ 0.00	\$173,540.00	\$694,200.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: Jim McLaughlin Phone No: 315-793-2468
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- This is a Bridge NY project. Reimbursement for this project is capped at the amount shown above. Funding can be used for any phase of this project
- Projects must begin construction no later than 18 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed within three years of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal forces. Therefore Sponsors are strongly encouraged to have projects substantially complete within two years of commencing construction.
- Bridge NY projects are funded with 95% federal aid with the addition of toll credits, as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (i.e., local) match. Any additional funds required to complete the project beyond the award amount are the responsibility of the project sponsor.

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Sponsor: **County of Oneida**
PIN: **2754.33** BIN: **2205940**
Comptroller's Contract No. **D035574**
Supplemental Agreement No. **1**
Date Prepared: **1/25/2019** By: **JM**
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|---|-------------------------------------|-------------------------------------|
| 4. Compile and submit Contract Award Documentation Package. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each. | | |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- 13. Administer all construction contract claims, disputes or litigation.
- 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
- 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

March 6, 2019

FN 20 19-136

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

In May 2017, Oneida County executed a Bridge NY Local Project Agreement (LPA) with New York State that secured federal funds for the reconstruction of the Utica Street over Oriskany Creek Bridge in the Town of Whitestown. This bridge is owned, operated, and maintained by the Town of Whitestown. Therefore, Oneida County also executed an intermunicipal agreement with the Town of Whitestown that makes the Town responsible for any nonreimbursable expenditure.

Enclosed is Supplemental Agreement No. 1 to the LPA that will increase Preliminary Engineering/Design cost, add Construction Phase funding, and reduce funding programmed for right-of-way incidentals. Revised total estimated project expenditures are \$1,402,602.80, including a \$72,602.80 contribution from the Town of Whitestown. No State or County funds are will be expended.

If acceptable, please forward the enclosed Supplemental Agreement No. 1 to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3-12-19

cc: Mark E. Laramie, PE, Deputy Commissioner

Oneida County Department: Public Works

Competing Proposal _____ Only Respondent _____ Sole Source RFP _____ Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	New York State Department of Transportation 50 Wolf Road Albany, NY 12232
Title of Activity of Service:	Supplemental Agreement No. 1 to Local Project Agreement PIN 2754.34
Proposed Dates of Operation:	Start on Execution – 12/31/2019
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

This Supplemental Agreement No. 1 amends a 2017 Bridge NY Local Project Agreement (LPA) with New York State for the reconstruction of the Utica Street over Oriskany Creek Bridge in the Town of Whitestown. It amends the LPA to increase Preliminary Engineering/Design cost, add Construction Phase funding, and reduce funding programmed for right-of-way incidentals. Revised total estimated project expenditures are \$1,402,602.80, including a \$72,602.80 contribution from the Town of Whitestown

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-557
Total Funding Requested:	\$1,402,602.80
Oneida County Dept. Funding Recommendation:	\$1,402,602.80
Proposed Funding Sources	Federal: \$1,330,000.00
	State: \$0.00
	County: \$0.00
	Town of Whitestown: \$72,602.80

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: **County of Oneida**
PIN: **2754.34** BIN: **2206300**
Comptroller's Contract No. **D035575**
Supplemental Agreement No. **1**
Date Prepared: **1/31/2019** By: **JM**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D035575 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

County of Oneida (the Sponsor)
Acting by and through the **County Executive**
with its office at **800 Park Avenue, Utica, NY 13501.**

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (*check and enter the # phase(s) as applicable*):
 - adding phase **Construction** which covers eligible costs incurred on/after **10/31/2018**
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: **County of Oneida**
PIN: **2754.34** BIN: **2206300**
Comptroller's Contract No. **D035575**
Supplemental Agreement No. **1**
Date Prepared: **1/31/2019** By: **JM**
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.34**

OSC Municipal Contract #: D035575	Contract Start Date: 4/6/2017 (mm/dd/yyyy)	Contract End Date: 9/30/2021 (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
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Purpose: Original Standard Agreement Supplemental Schedule A No. 1

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Oneida County
 State Administered Other Municipality/Sponsor (if applicable): _____

State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REHAB **County** (If different from Municipality): _____

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):
Project Description: Bridge NY 2016: Utica Street over Oriskany Creek (BIN 2206300), Bridge Superstructure Replacement, Village of Oriskany, Town of Whitestown, Oneida County

Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as 'Current'. Show the old costs from the previous Schedule A on the row indicated as 'Old'. All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
2754.34.121	Current	NHPP	\$186,000.00	\$176,700.00	\$0.00	\$9,300.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
2754.34.221	Current	NHPP	\$ 0.00	\$0.00	\$0.00	\$0.00
	Old	NHPP	\$2,000.00	\$1,900.00	\$0.00	\$100.00
2754.34.321	Current	NHPP	\$1,214,000.00	\$1,153,300.00	\$0.00	\$60,700.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
2754.34.301	Current	100% Local	\$2,602.80	\$0.00	\$0.00	\$2,602.80
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,402,602.80	\$1,330,000.00	\$ 0.00	\$72,602.80

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,330,000.00	\$ 0.00	\$ 0.00	\$72,602.80	\$1,402,602.80

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

 Name: Jim McLaughlin
 Phone No: 315-793-2450

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYS DOT/State-Local Agreement – Schedule A

Footnotes: (See [LPB's website](#) for link to sample footnotes)

- This is a Bridge NY project. Reimbursement for this project is capped at the amount shown above. Funding can be used for any phase of this project.
- Projects must begin construction no later than 18 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed within three years of commencing construction; construction is defined as award to a contractor or commencement of work by municipal forces. Therefore Sponsors are strongly encouraged to have projects substantially complete within two years of commencing construction.
- Bridge NY projects are funded with 95% federal aid with the addition of toll credits, as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (i.e., local) match. Any additional funds required to complete the project beyond the award amount are the responsibility of the project sponsor.
-
-
-
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-
-
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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|---|--------------------------|-------------------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Prepare and execute any required agreements, including:
- Railroad force account
- Maintenance agreements for sidewalks, lighting, signals, betterments
- Betterment Agreements
- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

A2. Right-of-Way (ROW) Incidentals

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|--------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Secure Appraisals. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation. | <input type="checkbox"/> | <input type="checkbox"/> |

Phase/Sub-phase/Task

Responsibility: **NYSDOT** **Sponsor**

6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task

Responsibility: **NYSDOT** **Sponsor**

1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications; and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

December 27, 2018

EN 20 19-137

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear County Executive Picente:

Please find an Amendment between the Oneida County Department of Mental Health and the **Central Association for the Blind, Inc.** The Amendment requires both Board of Legislators action and your signature.

The amount listed below reflects additional funding from the New York State Office for People with Developmental Disabilities (OPWDD) to support Pre-Vocational Services.

AGENCY	SOURCE / AMOUNT	3 YR TOTAL
Central Association for the Blind, Inc.	OPWDD \$73.00	\$219.00

The additional funding increases the total cost for this service to \$109,671.00. This amount reflects **100%** OPWDD State Aid Funding. No County dollars are represented in these contracts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 3-12-19

Oneida Co. Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Central Association for the Blind, Inc.
507 Kent Street
Utica, NY 13501

Title of Activity or Service: Day Training (Pre-Vocational Services)

Proposed Dates of Operation: January 1, 2018 through December 31, 2020
(AMENDMENT – additional OPWDD funding)

Client Population/Number to be Served: Adults with a developmental disability and significant visual impairment.

Summary Statements

- 1) **Narrative Description of Proposed Services:** The New York State Office for People with Developmental Disabilities (OPWDD) has provided additional State Aid funds to support Pre-Vocational Services.
- 2) **Program/Service Objectives and Outcomes:** The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.
- 3) **Program Design and Staffing:** The program design and staffing model is certified by OPWDD in accordance with its guidelines and regulations.

Total Funding Requested: \$109,671.00

Account # A4310.49524

Oneida County Dept. Funding Recommendation: \$109,671.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State 100%

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: Additional 100% OPWDD State Aid Funding

AMENDMENT

THIS FIRST AMENDMENT is by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, 13501 by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, herein collectively referred to as the "County," and the Central Association for the Blind, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 507 Kent Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency").

WITNESSETH

WHEREAS, the County and the Provider Agency entered into an agreement whereby the Provider Agency provides mental health services to Oneida County residents, hereinafter referred to as the "Original Agreement" (County contract no. 22620), a copy of which is attached hereto as Exhibit "A." The Original Agreement is in effect from January 1, 2018 through December 31, 2020; and

WHEREAS, since the execution of the Original Agreement, the New York State Office of Persons with Developmental Disabilities, herein referred to as "OPWDD," adjusted prior funding to reflect additional State Aid;

WHEREAS, the parties are desirous of entering into this First Amendment the Original Agreement regarding the following provisions,

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. Section 3 of the Original Agreement shall be replaced with the following language:

For the Services provided, the Oneida County Department of Mental Health shall reimburse the Provider Agency a maximum of One Hundred Nine Thousand Six Hundred Seventy-One Dollars (\$109,671.00) during the term of this Agreement. This shall include, but not be limited to, travel time, evaluation time, and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule shall be based upon submission of an Oneida County voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the Services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix "A" is the Provider Agency's budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
2. Appendix "A" of the Original Agreement, which is the Provider Agency's budget, shall be replaced with the Appendix "A" that is attached hereto and made a part hereof.

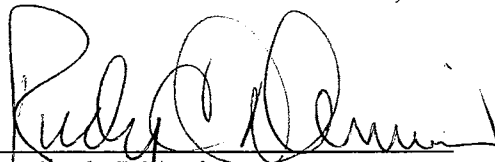
3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS THEREOF, the County and the Provider Agency have signed this First Amendment on the day and year first above written.

County of Oneida

Central Association for the Blind, Inc.

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

By: 
Rudy D'Amico
President and CEO

Approved

Maryangela Scalzo, Esq.
Assistant County Attorney

AGREEMENT

THIS AGREEMENT between **Oneida County**, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its **Department of Mental Health**, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Central Association for the Blind, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 507 Kent Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide specialized Day Training involving educational, therapeutic and vocational services to adults with developmental disabilities and legal blindness, consistent with New York State Office for People with Developmental Disabilities guidelines and regulations. This includes training to follow directions, adapting to work routines, development of good work attitudes and habits, attention to task and social skills and communication, and part-time employment with ongoing staff support paid at minimum wage or higher.
3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Hundred Nine Thousand Four Hundred Fifty-Two Dollars and no cents (\$109,452.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the

Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with

all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency

agrees to submit the following reports by the listed required dates as applicable to funding received:

- a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
 - a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider

- Agency accepts responsibility for all activities undertaken using any access code and other authorization.
- iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social

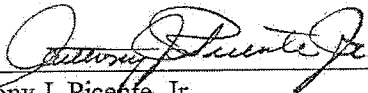
Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.


19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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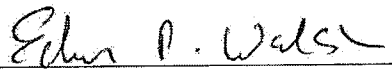
IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

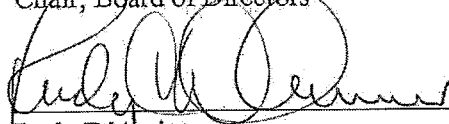
COUNTY OF ONEIDA

By:  1-5-18
Anthony J. Picente, Jr. Date
Oneida County Executive

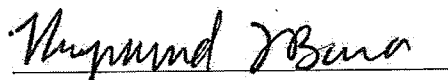
By:  11/17/17
Robin E. O'Brien Date
Commissioner, Department of Mental Health

CENTRAL ASSOCIATION FOR THE BLIND, INC.

By:  11/16/17
Edward P. Welsh Date
Chair, Board of Directors

By:  Nov 15, 2017
Rudy D'Amico Date
President and Chief Executive Officer

Approved

By: 
Raymond F. Bara, Esq.
Assistant County Attorney

CENTRAL ASSOCIATION FOR THE BLIND		TOTAL THREE YEAR BUDGET: \$		109,452.00
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ -	\$ -	\$ -	
OASAS:	\$ -	\$ -	\$ -	
OPWDD:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
COUNTY:	\$ -	\$ -	\$ -	
ANNUAL TOTAL:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
MONTHLY VOUCHER:	\$ -	\$ -	\$ -	
LAST VOUCHER:	\$ -	\$ -	\$ -	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ -	\$ -	\$ -	
OASAS:	\$ -	\$ -	\$ -	
OPWDD:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
COUNTY:	\$ -	\$ -	\$ -	
ANNUAL TOTAL:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
MONTHLY VOUCHER:	\$ -	\$ -	\$ -	
LAST VOUCHER:	\$ -	\$ -	\$ -	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, and thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Workers' Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

CENTRAL ASSOCIATION FOR THE BLIND		TOTAL THREE YEAR BUDGET: \$		109,671.00
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ -	\$ -	\$ -	
OASAS:	\$ -	\$ -	\$ -	
OPWDD:	\$ 36,557.00	\$ 36,557.00	\$ 36,557.00	
COUNTY:	\$ -	\$ -	\$ -	
ANNUAL TOTAL:	\$ 36,557.00	\$ 36,557.00	\$ 36,557.00	
MONTHLY VOUCHER:	\$ 3,040.00	\$ 3,046.00	\$ 3,046.00	
LAST VOUCHER:	\$ 3,044.00	\$ 3,051.00	\$ 3,051.00	
AMENDMENT				
SUPPLEMENTAL FUNDS	\$ 73.00	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 36,557.00	\$ 36,557.00	\$ 36,557.00	
APPENDIX A				
YEAR	2019	2020		
OMH:	\$ -	\$ -	\$ -	
OASAS:	\$ -	\$ -	\$ -	
OPWDD:	\$ 36,557.00	\$ 36,557.00	\$ 36,557.00	
COUNTY:	\$ -	\$ -	\$ -	
ANNUAL TOTAL:	\$ 36,557.00	\$ 36,557.00	\$ 36,557.00	
MONTHLY VOUCHER:	\$ 3,046.00	\$ 3,046.00	\$ 3,046.00	
LAST VOUCHER:	\$ 3,051.00	\$ 3,051.00	\$ 3,051.00	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 36,557.00	\$ 36,557.00	\$ 36,557.00	

& Vision Impaired 2018

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36,557

-

36,557

36,484

73

73

73



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

March 12, 2019

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 19-138

Re: Flood Mitigation Committee Projects

Dear County Executive Picente:

WAYS & MEANS

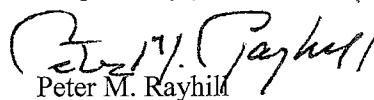
The Flood Mitigation Committee met, considered and approved several projects to ameliorate flooding and storm water damage within Oneida County. The projects, the municipalities involved and the amounts to be expended are listed below.

<u>Municipality</u>	<u>Project</u>	<u>Cost</u>
Town of Kirkland	Culvert Rightsizing and Road Repairs	\$69,000.00
Town of Kirkland	Culvert and Ditch Rightsizing	\$15,000.00
Town of Kirkland	Bank Stabilization	\$30,000.00
Town of Kirkland	Rightsizing Inlet Structure/Storm Grate Retrofit	\$20,000.00
Town of Trenton	Stream Bank Stabilization and Restoration	\$11,250.00
Village of Boonville	New Storm Sewer to Prevent Overflows	\$75,000.00

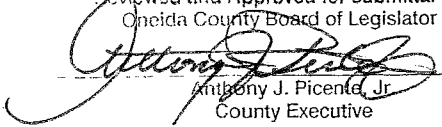
These projects are time sensitive and the upstate New York construction season is limited. The distribution of the Flood Mitigation monies and the implementation of these projects will be accomplished through the execution of contracts between the County and several local municipalities. These contracts will be identical in format, with only the specifics of the projects and the amounts to be expended differing in each. As the Flood Mitigation Committee is a creation of the Oneida County Board of Legislators and the membership of the Flood Mitigation consists of multiple legislators, including the Majority and Minority Leaders, I am respectfully requesting that the Board of Legislators confirm and approve the recommendations of the Flood Mitigation Committee and authorize the Law Department to craft separate agreements for each project and authorize you to execute those agreements once finalized.

Should the requests herein meet with your approval, I respectfully request that you forward this letter on to the Board of Legislators for their consideration and approval.

Respectfully yours,


Peter M. Rayhill

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by


Anthony J. Picente, Jr.
County Executive

Date 3-12-19



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

Carolann N. Cardone
Democratic Commissioner
(315) 798-5762

Rose M. Grimaldi
Republican Commissioner
(315) 798-5763

March 1, 2019

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

FN 20 19-139

WAYS & MEANS

Dear County Executive Picente:

Attached please find Appendix X - which is an extension of a Voter Education/Poll Worker Training and New York State Poll Site Access Improvement Grant in the sum of \$18,730.96, from the New York State Board of Elections. This extension provides our County with an additional year's time to spend this \$18,730.96. The original Contract amount was \$109,044.00. The extension will be from April 1, 2019 until March 19, 2020.

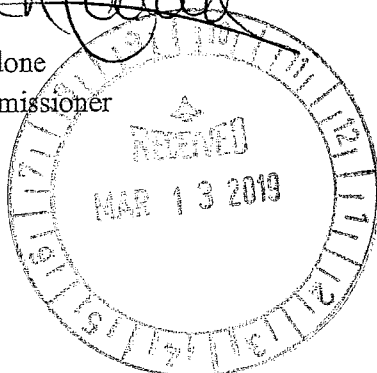
We are requesting that this matter be passed before the Board of Legislators at the March 13, 2019, meeting. Once this Appendix X extension is passed, we request that you execute and return to our office so that we may forward the same onto the New York State Board of Elections. We apologize for the short notice with respect to this request, but as you can see in the letter from the State Board of Elections, the notification was not received in our office until February 19, 2019.

Should you have any questions, please contact our office. Thank you for your attention to this matter.

Sincerely,

Carolann N. Cardone
Democratic Commissioner

Rose Marie Grimaldi
Republican Commissioner



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 3-13-19

Oneida Co. Department: Board of Elections

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

ONEIDA COUNTY BOARD

Name & Address of Vendor: New York State Board of Elections
40 North Pearl Street, Suite 5
Albany, NY 12207-2729

Title of Activity or Service: **GRANT EXTENSION:** Voter Education/Poll Worker Training and Poll Site Access Improvements.

Proposed Dates of Operation: April 1, 2019 to March 31, 2020

Client Population/Number to be served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Extension of Grant for Voter Education/Poll Worker Training and Poll Site Access Improvements
- 2) **Program/Service Objectives and Outcomes:** See Number "1" above.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$109,044.00 (Original Contract) **Account:** #A1451
\$18,730.36 (CURRENT CONTRACT Extension)

Oneida County Dept. Funding Recommendation: \$18,730.36

Proposed Funding Sources (Federal \$/ State \$/County \$): State

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comment: Appendix "X" is an extension to the Grant for Voter Education/Poll Worker Training and Poll Site Access Improvement Contract that had an original award amount of \$109,044.00. This extension will be from April 1, 2019 to March 31, 2020.