



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Timothy Julian
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION July 12, 2023 MEETING

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

FILE NO.

COMMITTEE

2023-207 . . .	Ways & Means
2023-208 . . .	Ways & Means
2023-209 . . .	Health & Human Services, Ways & Means
2023-210 . . .	Health & Human Services, Ways & Means
2023-211 . . .	Health & Human Services, Ways & Means
2023-212 . . .	Health & Human Services, Ways & Means
2023-213 . . .	Health & Human Services, Ways & Means
2023-214 . . .	Health & Human Services, Ways & Means
2023-215 . . .	Health & Human Services, Ways & Means
2023-216 . . .	Health & Human Services, Ways & Means
2023-217 . . .	Health & Human Services, Ways & Means
2023-218 . . .	Health & Human Services, Ways & Means
2023-219 . . .	Health & Human Services, Ways & Means
2023-220 . . .	Government Operations, Ways & Means
2023-221 . . .	Economic Development & Tourism, Ways & Means
2023-222 . . .	Economic Development & Tourism, Ways & Means
2023-224 . . .	Public Safety, Ways & Means
2023-225 . . .	Public Safety, Ways & Means
2023-226 . . .	Public Safety, Ways & Means
2023-227 . . .	Public Safety, Ways & Means
2023-228 . . .	Public Safety, Ways & Means
2023-229 . . .	Public Safety, Ways & Means
2023-230 . . .	Public Works, Ways & Means
2023-231 . . .	Public Works, Ways & Means
2023-232 . . .	Public Works, Ways & Means
2023-233 . . .	Public Works, Ways & Means
2023-234 . . .	Public Works, Ways & Means
2023-235 . . .	Public Works, Ways & Means
2023-236 . . .	Public Works, Ways & Means
2023-237 . . .	Public Works, Ways & Means
2023-238 . . .	Public Works, Ways & Means
2023-239 . . .	Public Works, Ways & Means
2023-240 . . .	Public Works, Ways & Means
2023-241 . . .	Public Works, Ways & Means

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June 21, 2023

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

FN 20 23-207

~~GOVERNMENT OPERATIONS~~

WAYS & MEANS

Honorable Members:

Pursuant to the recommendation of the Oneida County Agricultural & Farmland Protection Board and to Article 25AA, Section 302 of the Agriculture & Markets Law, I hereby appoint Ms. Daniele Ricci, 2740 Mohawk St, Sauquoit NY, 13424 to serve on that Board.

The appointment is effective immediately for a term of four (4) years and will expire on December 31, 2026.

This appointment does not require Board approval.

Respectfully submitted,

Gerald J. Fiorini

Gerald J. Fiorini
Chairman of The Board

cc: Farmland Protection Board members
County Clerk



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 30, 2023

FN 20 23-208

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

WAYS & MEANS

Honorable Members:

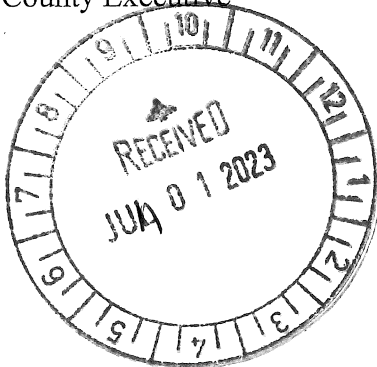
I have been notified that Hobart "Phil" Dana of the Oneida County Volunteer Firefighter's Association is resigning from the Oneida County Fire Advisory Board. Therefore, I submit herewith for your approval the appointment of Phillip J. Dana of the Floyd Fire Department to serve on the Oneida County Fire Advisory Board for the remainder of Hobart "Phil" Dana's term, which expires on December 31, 2023.

I respectfully request that you approve this appointment at your earliest convenience.

Thank you.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

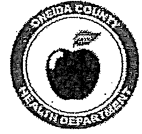




ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY."

OCGOV.NET/HEALTH

May 25, 2023

FN 20 23-209

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

Attached are two (2) copies of an Agreement between Oneida County, through its Health Department, and Adrean Funeral Service, Inc. for transportation of decedents to locations designated by the Onondaga County Medical Examiner's office or its designees.

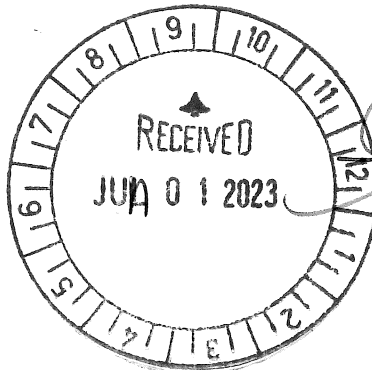
The term of this Agreement shall become effective January 1, 2022 through December 31, 2025. The amount of compensation for transportation services the Agreement will be \$719,791.00 plus storage fees. Compensation will be paid on a quarterly basis at the beginning of each quarter beginning January 1st and subsequently on April 1st, July 1st and October, 1st upon receipt of an approved voucher.

Please feel free to contact me at 315-798-5220 or by e-mail at dgilmore@ocgov.net should you require additional information.

If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH
Director of Health



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

Anthony J. Picente, Jr.
County Executive

Date 5-30-22

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Adrean Funeral Service, Inc.
700 Rutger Street
Utica, New York 13501

Title of Activity or Service:

Transportation of decedents

Proposed Dates of Operation:

January 1, 2022 to December 31, 2025

Client Population/Number to be Served:

Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** Provide transportation services to remove and transport decedents to locations designated by the Onondaga County Medical Examiner's Office or its designees.

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

3) **Program Design and Staffing:** NA

Total Funding Requested: \$719,791.00 plus storage fees

Account # A1186.495

Oneida County Dept. Funding Recommendation: \$167,000.00 First year plus storage
\$175,350.00 Second year plus storage
\$184,117.60 Third year plus storage
\$193,323.40 Fourth year plus storage

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

Cost Per Client Served: NA

Past Performance Data: NA

O.C. Department Staff Comments: NA

**MEDICAL EXAMINER OFFICE TRANSPORTATION
SERVICES AGREEMENT**

THIS AGREEMENT, entered into on the ___ day of _____, 2023, 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, hereinafter referred to as "COUNTY," and Adrean Funeral Service, Inc., a domestic business corporation with its offices located at 700 Rutger Street, Utica, New York 13501, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, the COUNTY wishes to engage the services of a qualified provider possessing the requisite skills, expertise and licensing to provide decedent removal, temporary storage, and transportation services to the Onondaga County Medical Examiner Office (OCMEO) who serves on the behalf of the COUNTY; and

WHEREAS, the COUNTY requested proposals from qualified agencies to perform such services; and

WHEREAS, after a thorough review, it has been determined the CONTRACTOR possesses the requisite skills, expertise, and licensing to provide the required services set forth hereunder;

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

1. TERM:

The terms and conditions of this Agreement shall commence January 1, 2022 and terminate December 31, 2025.

2. SCOPE OF SERVICES:

a. The Onondaga County Medical Examiner's Office (OCMEO) is located at 100 Elizabeth Blackwell Street, Syracuse, New York. The CONTRACTOR shall provide decedent removal, temporary storage, and transportation services to this location and/or to other locations as required in the event of a mass fatality or other incident where an off-site location is necessary (hereinafter collectively called the "Services").

b. The CONTRACTOR shall provide the Services at such times, dates and locations as designated by the COUNTY through the OCMEO. The Services shall be required at various locations throughout Oneida County, including, but not limited to, residences, roadways, wooded areas, funeral homes, and hospitals/health care facilities. The CONTRACTOR shall not provide Services except at the direction of the OCMEO.

c. The CONTRACTOR shall provide such Services on an on-call basis, and shall provide such Services at any time, 24 hours a day, and 7 days a week.

d. The CONTRACTOR shall utilize vehicles conforming to New York State Health laws appropriate for the performance of Services. Vehicles will be subject to the approval of the OCMEO Chief Medical Examiner or his/her designated representative. Inappropriate or poorly maintained vehicles shall be disallowed.

- e. The CONTRACTOR shall utilize vehicles with appropriate equipment for a wide range of locations or scenarios and are unmarked or do not display a company name.
- f. The OCMEO shall provide the CONTRACTOR with information about scene location, weight of decedent, decontamination requirements, and any other information that may require additional assistance or resources by the CONTRACTOR at the time of notification.
- g. The CONTRACTOR agrees that it shall have available, at all times, a sufficient number of vehicles and staff to remove at least two decedents from two different locations at the same time.
- h. The CONTRACTOR shall respond to the designated location within forty-five (45) minutes of notification by the OCMEO except and unless, in the rare instance, there is a delay caused by unforeseen events beyond the CONTRACTOR's reasonable control.
- i. The CONTRACTOR agrees that it shall allot forty-five (45) minutes of time on-scene for stand-by and removal. On-scene time starts upon arrival at the scene and ends when the decedent is removed from the scene. OCMEO staff will contact the CONTRACTOR when the decedent is ready for removal; however, the CONTRACTOR must be aware there are times when the removal may be delayed due to law enforcement and/or other agency activities beyond the control of the OCMEO.
- j. The CONTRACTOR shall provide at least two (2) employees to remove decedents from scenes and emergency rooms and at least one (1) employee to remove decedents from hospital morgues. The CONTRACTOR's employees must be capable of moving heavy decedents up to 250 pounds and must have the appropriate number of staff and equipment to remove decedents up to 500 pounds. The CONTRACTOR should not expect any assistance with removal.
- k. The CONTRACTOR's employees shall dress professionally and appropriately for scene response.
- l. The CONTRACTOR and its employees shall demonstrate respect for the decedent and for family members of the decedent at all times during the performance of Services. A flat, plastic carry-board must be used to transfer all decedents to a stretcher for removal.
- m. The CONTRACTOR and its employees must maintain confidentiality of all information obtained during transport. This includes basic data such as decedent name, age, gender, sexual orientation, circumstances of death, as well as other information. Any breach of confidentiality may result in the termination of this Agreement and possible legal action.
- n. The CONTRACTOR and its employees must use universal precautions during performance of the Services.
- o. The CONTRACTOR and its employees must comply with Occupational Safety and Health regulations 29 CFR 1910.1030: Occupational Exposure to Blood-Borne Pathogens and 29 CFR 1910.132-136: Personal Protective Equipment, and supply personal protective supplies to meet these standards.
- p. The CONTRACTOR and its employees must read the CFS Safety Manual Contractor Safety Handout and complete the Contractor Safety Acknowledgement Signature form.
- q. The CONTRACTOR shall utilize cellular telephone and/or two-way radio communication between the CONTRACTOR's main office, mobile vehicle(s) and OCMEO employees.

r. During performance of the Services, the CONTRACTOR shall utilize various types of body bags provided by the OCMEO. Heavy duty bags must be used in any instance where the death is the result of a criminal act, requires removal by hand carrying the remains (i.e. off road or woods), or in circumstances where special handling is required, as directed by the OCMEO staff on scene. In all other routine removal situations (hospitals, nursing homes, etc.), the decedent, ideally, must be placed in a bag provided by that institution. In those cases where a bag is not provided by an institution, or removal is made from a private residence, a lightweight bag must be utilized. In cases where the decedent is extremely obese, special oversized heavyweight bags shall be utilized as determined by OCMEO staff. All bags shall be replenished upon arrival at the OCMEO. All bags are the property of the OCMEO and must be used for only that purpose.

s. The CONTRACTOR shall utilize other supplies provided by the OCMEO for scene preservation as directed by OCMEO's Forensic Investigators (Forensic Investigators) or Medical Examiners.

t. The CONTRACTOR must complete the following chain of custody when a Forensic Investigator is present at the scene/pick-up location: The Forensic Investigator shall begin the chain of custody at the scene by sealing the bag with a numbered lock seal and shall then transfer the decedent to the CONTRACTOR for transport. The chain of custody shall continue at check-in of the decedent at the OCMEO. The CONTRACTOR and/or its employees shall not depart the OCMEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEO representative.

u. The CONTRACTOR must complete the following chain of custody when a Forensic Investigator is NOT present at the scene/pick-up location: The CONTRACTOR shall ensure the numbered lock seal on the body bag matches the seal number noted in the hospital or other agency's records/forms before transport to the OCMEO. If the body bag is NOT sealed upon arrival, the CONTRACTOR shall use an approved OCMEO property and evidence form to document personal property and valuables on the decedent, with hospital or other agency staff present, and then seal the bag with a numbered lock seal before transport to the OCMEO. The chain of custody shall continue at check-in of the decedent at the OCMEO. The CONTRACTOR and/or its employees shall not depart the OCMEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEO representative.

v. The CONTRACTOR shall bring any issues/problems encountered to the attention of the Forensic Investigator responsible for the particular scene, or to the OCMEO or his/her designee.

w. The CONTRACTOR must provide a monthly report on all responses including OCMEO case number, time of arrival and departure from the scene, scene location, and names of CONTRACTOR employees responding. This report shall be submitted with a quarterly invoice for Services performed to the Oneida County Director of Public Health.

3. COMPENSATION:

a. The amount of compensation from the COUNTY to the CONTRACTOR for decedent removal and transportation performed under this Agreement shall be Seven Hundred Nineteen Thousand Seven Hundred and Ninety-one and 00/100 Dollars (\$719,791.00) plus any fees accrued for refrigeration of bodies as set forth in paragraph 3.b.ii. and 3.b.iii. below.

i. Such compensation shall be made by the COUNTY after receipt of an Oneida County voucher presented by the CONTRACTOR to the COUNTY, on forms prescribed by the

COUNTY and after audit and approval by the COUNTY's Public Health Director, the COUNTY's Department of Audit and Control, and the COUNTY's Comptroller.

- ii. Compensation shall be paid quarterly commencing January 1st with subsequent payments on April 1st, July 1st, and October 1st, of 2022, 2023, 2024, and 2025 pursuant to the above procedures.
- iii. At no time shall the CONTRACTOR submit a bill to a member of the decedent's family.

b. The CONTRACTOR shall provide storage of decedents on an as-needed basis for an additional charge. In the event that storage of a decedent is necessary, the CONTRACTOR shall be compensated in accordance with the above procedures and pursuant to the following schedule:

- i. Storage time shall be calculated from the time a decedent arrives at the CONTRACTOR's facility until such time the decedent is removed from the CONTRACTOR's facility.
- ii. There shall be no additional charge for non-refrigerated storage at the CONTRACTOR's facility for the first 24 hours. After the first 24 hours, a decedent shall be stored in refrigeration at the rate of One Hundred Dollars (\$100.00) per 24 hours, or any part thereof.
- iii. In the event a decedent requires immediate refrigeration upon arrival at the CONTRACTOR's facility, there will be no additional charge for the first 72 hours. A charge of One Hundred Dollars (\$100.00) per 24 hours, or any part thereof, will begin after the first 72 hours.

- c. Quarterly compensation for 2022 will be \$41,750.00 totaling \$167,000.00
Quarterly compensation for 2023 will be \$43,837.50 totaling \$175,350.00
Quarterly compensation for 2024 will be \$46,029.40 totaling \$184,117.60
Quarterly compensation for 2025 will be \$48,330.85 totaling \$193,323.40

4. CONFIDENTIALITY:

The CONTRACTOR shall hold in strict confidence all records and proceedings the CONTRACTOR has access to in the provision of the above Services. The CONTRACTOR shall not disclose any information, data or records except to those persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the COUNTY, it being acknowledged and agreed that, except as otherwise required by law, the COUNTY shall have sole responsibility for responding to requests for access to such records.

5. REPORTING REQUIREMENTS:

The CONTRACTOR shall keep separate and accurate records regarding performance of the Services under the term of this Agreement and, upon request by the COUNTY, the CONTRACTOR shall submit such documentation to the COUNTY.

6. 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 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 same.

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

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 will conduct themselves in accordance with such status, that they shall not hold themselves out as, nor claim to be, officers or employees of the COUNTY by any reason thereof and they will not by any 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 acknowledges and agrees that neither the CONTRACTOR, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.

d. 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 self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding from the payments provided for Services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The CONTRACTOR shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

e. The CONTRACTOR 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.

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 the Federal and State entities relating to such employment and Civil Rights requirements.

h. The CONTRACTOR shall not display the COUNTY's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the CONTRACTOR.

8. INDEMNIFICATION:

The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and ONONDAGA COUNTY, their officers, directors, elected officials and employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of the CONTRACTOR, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

9. INSURANCE:

a. The CONTRACTOR shall provide the COUNTY with proof that Adrean Funeral Service, Inc. is covered under a professional liability policy of insurance which coverage shall be extended or endorsed to include any work performed for the COUNTY under the terms of this Agreement.

b. The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies 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 liability for the Services to be performed under the Agreement.

c. The CONTRACTOR shall have the COUNTY and Onondaga County named as additional insureds on a primary basis to said policies, and to provide the COUNTY with certificates from said insurance company or companies showing the COUNTY and Onondaga County as additional insureds prior to execution of the Agreement, and to provide that such coverage shall not be terminated without prior written notice to the COUNTY at least fifteen (15) days prior to said termination.

d. Specific Insurance minimum requirements shall consist of the following:

- i. Commercial General Liability Insurance: One million dollars (\$1,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate;
- ii. Automobile Liability Insurance: One million (\$1,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate; and

- iii. Excess/ Umbrella coverage: Three million dollars (\$3,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate.

10. AUDIT:

The CONTRACTOR shall meet with the COUNTY on reasonable notice and at reasonable times and locations to permit the COUNTY to audit any and all files controlled or supervised by the CONTRACTOR under this Agreement.

11. TERMINATION:

This Agreement may be cancelled for cause by either party upon thirty (30) days written notice. However the parties shall diligently endeavor to resolve any issue creating cause prior to one party advising the other of its intent to terminate for cause.

12. ENTIRE AGREEMENT:

This Agreement and the attachments hereto represent the entire understanding between the parties and may not be amended or any of its provisions waived without the prior written consent of both the COUNTY and the CONTRACTOR.

13. CHOICE OF LAW, VENUE:

- a. This Agreement shall be governed by the laws of the State of New York.
- b. If either party elects to commence litigation against the other in connection with any matter relating 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.

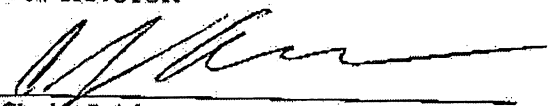
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IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

Anthony J. Picente, Jr.
County Executive



Charles J. Adrean
Chief Executive Officer

Approved

Ellen S. Rayhill, Esq.
Assistant County Attorney

November 14, 2021

Oneida County Medical Examiner Office Transport Service
MEO Transport Services RFP-#2021-308

Having worked in the funeral industry for many years, we have been involved in the removal and transportation of decedents encompassing many varied situations. Also, we have worked with Smith Funeral Home as the Transport Service for Oneida County for the period covering January 1, 2013 and we currently hold this contract for Oneida County. We have established close working relationships with the various law enforcement agencies, Forensic Investigators, Assistant Forensic Investigators, and the Onondaga County Medical Examiner's Office.

A proposed bid of \$775,047.00 is hereby submitted for the period from January 1, 2022 through December 31, 2025 to perform decedent transport service for the Onondaga County Medical Examiner Office (MEO), who serves on behalf of Oneida County, with a 10% increase every year. January 1, 2022 – December 31, 2022, \$167,000.00, January 1, 2023 – December 31, 2023, \$183,700.00, January 1, 2024 – December 31, 2024, \$202,070.00, and January 1, 2025 – December 31, 2025, \$222,277.00, for a total of \$775,047.00.

Should the MEO need the opportunity to determine whether the decedent (a) may be released by Adrean Funeral Service, Inc. of the deceased family's choosing, or (b) is to be transported by Adrean Funeral Service, Inc. to the Onondaga County Medical Examiner's Office located at 100 Elizabeth Blackwell Street in Syracuse, New York, the Adrean Funeral Service, Inc. will then secure the remains of Oneida County decedents not requiring refrigeration at the Adrean Funeral Service, Inc. located at 700 Rutger Street, Utica, NY for a period of 24 hours from when the decedent's remains arrive at the funeral home.

If the Medical Examiner determines that transportation to the Onondaga County Medical Examiner's Office is unnecessary, and/or no funeral home is selected by the decedent's family within the initial 24 hour period, then the remains will be stored in a refrigerated unit by the Adrean Funeral Service, Inc. for a period no longer than 72 hours at which point the remains will be transported to the Onondaga County Medical Examiner's Office.

Should refrigeration of the decedent's remains be required immediately upon arriving at the funeral home, there will be no extra charge for the first 72 hours. A charge of \$100.00 per 24 hour period will begin after the first 72 hours or part thereof, payable by Oneida County.

The alterations to the previous contract are due to the following reasons, the refrigeration unit needs to run continually in order for it to hold the correct temperature to store human remains, and all human remains that are stored by Adrean Funeral Service, Inc. are stored in the cooler. The death rate has increased more than 30% , the number of transports to Syracuse has increased significantly and the number of decedents that are stored at our facility in our refrigeration unit has increased significantly. The Onondaga County Medical Examiners Office is no longer always sending an investigator to the scenes, which means we need to send staff that is trained to handle a scene response with no investigator; with the shortage of investigator's, we are spending more time at almost every scene that is not at the hospital and are also waiting longer to get in at the medical examiner's office because they are short staffed. We have upgraded vehicles, equipment, and staff to handle the demands of this contract and need to continue to do so. The cost of insurance and fuel has increased drastically.

SERVICE VEHICLES AND EQUIPMENT AVAILABLE FOR TRANSPORT

1. 2018 Chrysler Pacifica
2. 2006 Cadillac Superior Hearse
3. 2017 Chrysler Pacifica
4. 2011 Cadillac Escalade 4x4
5. 2017 Lincoln MKT
6. 2021 Cadillac Eagle Coach
7. 2021 Toyota
8. 7 Stretchers
9. 5 Reeves Portable Stretchers

All vehicles are PPE and OSHA equipped.

6 NYS Licensed Funeral Directors available for 24/7 coverage

Company History:

Adrean Funeral Service, Inc.-700 Rutger Street, Utica New York 13501.

Charles J. Adrean-NYS Licensed funeral director since 1990 and current manager.

Adrean Funeral Service was established in Utica, NY in 2005.

Current number of employees-2.

Charles J. Adrean-President

Anthony F. Matt-Vice President

Services offered by Adrean Funeral Service, Inc.:

Full funeral and cremation services.

Removal and transportation of decedents.

Trade embalming and shipping services.

Charles J. Adrean
700 Rutger Street
Utica, New York 13501
(315) 724-4469
adreanfuneralservice@hotmail.com

Objective-

To obtain the position as Oneida County Medical Examiner Office Transport

Education-

(1989) Simmons School of Embalming and Mortuary Science
Syracuse, NY

Herkimer County Community College
Mortuary Science Program

Employment-

Adrean Funeral Service, Inc. 700 Rutger Street Utica, NY 13501 (January 1, 2013 until present)	Matt Funeral Service, Inc. 700 Rutger Street Utica, NY 13501	Wolanin Funeral Home 266 Main Street New York Mills , NY 13417
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**Decedent Transporter for Oneida County to Onondaga County Medical
Examiner's Office in Syracuse, NY.**

References:

Deputy Chief Kevin Simons-Rome Police Department
simonsk@romepd.com
315-339-7797

Sheriff Robert M. Maciol-Oneida County Sheriff's Department
rmmaciol@oneidacountysheriff.us
315-765-2200

Inv. Gregory Facciolo-Utica Police Department
gfacciolo@uticapd.com
315-223-3571

Scott Beach-MS, RN, D-ABMDI-Forensic Investigator
Sbeach3@twcny.rr.com
315-868-4639

Brian P. Ehret-F-ADMDI-Senior Forensic Investigator
Onondaga County
brianehret@ongov.net
315-491-2255

November 14, 2021

Oneida County Medical Examiner Office Transport Service
MEO Transport Services RFP-#2021-308

Having worked in the funeral industry for many years, we have been involved in the removal and transportation of decedents encompassing many varied situations. Also, we have worked with Smith Funeral Home as the Transport Service for Oneida County for the period covering January 1, 2013 and we currently hold this contract for Oneida County. We have established close working relationships with the various law enforcement agencies, Forensic Investigators, Assistant Forensic Investigators, and the Onondaga County Medical Examiner's Office.

A proposed bid of \$775,047.00 is hereby submitted for the period from January 1, 2022 through December 31, 2026 to perform decedent transport service for the Onondaga County Medical Examiner Office (MEO), who serves on behalf of Oneida County, with a 10% increase every year.

Should the MEO need the opportunity to determine whether the decedent (a) may be released by Adrean Funeral Service, Inc. of the deceased family's choosing, or (b) is to be transported by Adrean Funeral Service, Inc. to the Onondaga County Medical Examiner's Office located at 100 Elizabeth Blackwell Street in Syracuse, New York, the Adrean Funeral Service, Inc. will then secure the remains of Oneida County decedents not requiring refrigeration at the Adrean Funeral Service, Inc. located at 700 Rutger Street, Utica, NY for a period of 24 hours from when the decedent's remains arrive at the funeral home.

If the Medical Examiner determines that transportation to the Onondaga County Medical Examiner's Office is unnecessary, and/or no funeral home is selected by the decedent's family within the initial 24 hour period, then the remains will be stored in a refrigerated unit by the Adrean Funeral Service, Inc. for a period no longer than 72 hours at which point the remains will be transported to the Onondaga County Medical Examiner's Office.

Should refrigeration of the decedent's remains be required immediately upon arriving at the funeral home, there will be no extra charge for the first 72 hours. A charge of \$100.00 per 24 hour period will begin after the first 72 hours or part thereof, payable by Oneida County.

The alterations to the previous contract are due to the following reasons, the refrigeration unit needs to run continually in order for it to hold the correct temperature to store human remains, and all human remains that are stored by Adrean Funeral Service, Inc. are stored in the cooler. The death rate has increased more than 30% , the number of transports to Syracuse has increased significantly and the number of decedents that are stored at our facility in our refrigeration unit has increased significantly. The Onondaga County Medical Examiners Office is no longer always sending an investigator to the scenes, which means we need to send staff that is trained to handle a scene response with no investigator; with the shortage of investigator's, we are spending more time at almost every scene that is not at the hospital and are also waiting longer to get in at the medical examiner's office because they are short staffed. We have upgraded vehicles, equipment, and staff to handle the demands of this contract and need to continue to do so. The cost of insurance and fuel has increased drastically.

SERVICE VEHICLES AND EQUIPMENT AVAILABLE FOR TRANSPORT

1. 2018 Chrysler Pacifica
2. 2006 Cadillac Superior Hearse
3. 2017 Chrysler Pacifica
4. 2011 Cadillac Escalade 4x4
5. 2017 Lincoln MKT
6. 2021 Cadillac Eagle Coach
7. 2021 Toyota
8. 7 Stretchers
9. 5 Reeves Portable Stretchers

All vehicles are PPE and OSHA equipped.

6 NYS Licensed Funeral Directors available for 24/7 coverage

Company History:

Adrean Funeral Service, Inc.-700 Rutger Street, Utica New York 13501.

Charles J. Adrean-NYS Licensed funeral director since 1990 and current manager.

Adrean Funeral Service was established in Utica, NY in 2005.

Current number of employees-2.

Charles J. Adrean-President

Anthony F. Matt-Vice President

Services offered by Adrean Funeral Service, Inc.:

Full funeral and cremation services.

Removal and transportation of decedents.

Trade embalming and shipping services.

Charles J. Adrean
700 Rutger Street
Utica, New York 13501
(315) 724-4469
adreanfuneralservice@hotmail.com

Objective-

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Education-

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Decedent Transporter for Oneida County to Onondaga County Medical Examiner's Office in Syracuse, NY.

References:

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simonsk@romepd.com
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315-223-3571

Scott Beach-MS, RN, D-ABMDI-Forensic Investigator
Sbeach3@twcny.rr.com
315-868-4639

Brian P. Ehret-F-ADMDI-Senior Forensic Investigator
Onondaga County
brianehret@ongov.net
315-491-2255

ONEIDA COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSALS

FOR

ONEIDA COUNTY MEDICAL EXAMINER OFFICE

TRANSPORT SERVICES

RFP NUMBER 2021 - 308

ONEIDA COUNTY HEALTH DEPARTMENT

800 PARK AVENUE

UTICA, NEW YORK 13501

DANIEL W. GILMORE, DIRECTOR

DATE: _____

Daniel W. Gilmore, Director
Oneida County Health Department

It is understood and agreed by the Offeror that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Vendor") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.
3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Date

Signature

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

Oneida County Medical Examiner Office Transport
RFP -#2021-308

PROJECT OVERVIEW

The Oneida County Health Department is seeking proposals from qualified agencies to perform decedent transport service to the Onondaga County Medical Examiner Office (OCMEO), which performs autopsies and other related services on behalf of Oneida County. Funding for this service will be available from January 1, 2022 through December 31, 2025.

PROPOSAL SUBMITTAL

Original Proposal The complete proposal must be submitted in a sealed package with one (1) original, 4 copies or one (1) electronic copy, prior to date and time specified on the Invitation to RFP page of the document. All proposals shall be marked MEO Transport Services RFP - #2021-308. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the Invitation to RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Proposals received after the time specified will not be considered and will be returned unopened.

Summarize all resources, assumed or expected, to be provided by Oneida County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources.

No proposal will be considered which is not signed by an authorized official of the Firm.

PROPOSAL SPECIFICATIONS

If there are questions regarding this RFP, please contact Daniel W. Gilmore by email at dgilmore@ocgov.net

SCOPE OF SERVICES

The Onondaga County Medical Examiner's Office, which contracts with Oneida County to perform autopsies and other related services, is located at 100 Elizabeth Blackwell Street, Syracuse, NY. The OCMEO requires a transport service to remove and transport decedents to and from the OCMEO and/or to other locations when performing autopsies and other related services for Oneida County. Decedent removal is required from various locations throughout Oneida County including but

not limited to residences, roadways, wooded areas, funeral homes, hospitals, and other health care facilities. The total number of transports in 2019 from January to December 2019 was approximately 250.

QUALIFICATION REQUIREMENTS OF THE MEDICAL EXAMINER TRANSPORT SERVICE

General Agency Information. Describe all aspects of removal and transport services, including your organization's ability to meet the following minimum requirements:

- A. Provide 24 hour, 7 days per week removal and transport of decedents from any location within Oneida County.
- B. Utilize vehicles conforming to New York State Health laws (see Attachment 1).
- C. Utilize vehicles appropriate for the removal and transport of decedents to the OCMEO. Vehicles will be subject to the approval of the OCMEO Chief Medical Examiner or his/her designated representative. Body transport vehicles must be mechanically sound, clean, secure dignified and private. Body transport vehicles must be kept in good repair and have regularly scheduled and documented maintenance records. The interior of body transport vehicles must be regularly cleaned and disinfected. Inappropriate or poorly maintained vehicles will be disallowed.
- D. Equipment removal vehicles and transport vehicles with appropriate equipment for a wide range of scene scenarios must be provided. The Vendor should provide a detailed listing of the types of vehicles and equipment to be made available under this contract. The Vendor must also describe the types of removal and transport scenarios that can be anticipated under this contract based on the Vendor's own past experience.
- E. Utilize vehicles that are unmarked or do not display a company name.
- F. Deploy additional resources necessary for removal as requested by the OCMEO. The OCMEO will provide the Vendor with information about scene location, weight of decedent, decontamination requirements, and any other information that may require additional assistance or resources by the Vendor at the time of notification.
- G. Provide a sufficient number of vehicles and staff to remove at least two decedents from two different locations at the same time.
- H. Respond within forty-five (45) minutes of notification.
- I. Allot for forty-five (45) minutes of time on-scene for stand-by and removal. On-scene time starts upon arrival at the scene and ends when the decedent is removed from the scene. OCMEO staff will contact the Vendor when the decedent is ready for removal; however, the Vendor must be aware there are times when the removal may be delayed due to law enforcement

- and/or other agency activities beyond the control of the OCMEO.
- J. Provide at least two (2) employees to remove decedents from scenes and emergency rooms and at least one (1) employee to remove decedents from hospital morgues. Vendor employees must be capable of moving heavy decedents up to 250 pounds and/or must have the appropriate number of staff and equipment to remove decedents up to 500 pounds. Vendor should not expect any assistance with removal.
 - K. Demonstrate that the Vendor's employees will be dressed professionally and appropriately for scene response.
 - L. Understand that the Vendor's employees will not function in an investigative manner and will only enter the scene perimeter when instructed by the OCMEO Forensic Investigator or Medical Examiner.
 - M. Demonstrate respect for the decedent and for family members of the decedent at all times during the course of removal and transport. A flat or plastic carry board must be used to transfer all decedents to a stretcher for removal. Stretchers and carts used to move bodies must be sturdy, in good repair and free of sharp edges.
 - N. Maintain confidentiality of all information obtained during transport. This includes basic data such as decedent name, age, gender, sexual orientation, circumstances of death, as well as, other information. Any breach of confidentiality may result in the termination of the contract and possible legal action.
 - O. Use universal precautions during removal, transport and transfer.
 - P. Comply with Occupational Safety and Health regulations 29 CFR 1910.1030 Occupational Exposure to Blood borne Pathogens and 29 CFR 1910.132-136 Personal Protective Equipment and supply personal protective supplies to meet these standards. Body handling procedures must include precautions against the biohazards associated with body handling.
 - Q. Comply with the CFS Safety Manual Contractor Safety Handout and complete the Contractor Safety Acknowledgement Signature form (see Attachment 2).
 - R. Utilize cellular telephone and/or two-way radio communication between the Vendor's main office, mobile vehicle(s) and OCMEO employees.
 - S. Utilize various types of body bags provided by the OCMEO. Heavy duty bags must be used in any instance where the death is the result of a criminal act, requires removal by hand carrying the remains (i.e. off road or woods), or in circumstances where special handling is required, as directed by the OCMEO staff on the scene. In all other routine removal situations (hospitals, nursing homes, etc.), the decedent, ideally, must be placed in a bag provided by that institution. In those cases where a bag is not provided by an institution, or the removal is made from a private residence, a lightweight bag must be utilized. In cases where the

- decedent is extremely obese, special oversized heavyweight bags will be utilized as determined by OCMEEO staff. All replacement bags will be replenished upon arrival at the OCMEEO. All bags are the property of the OCMEEO and must be used for only that purpose.
- T. Utilize other supplies provided by the OCMEEO for scene preservation as directed by OCMEEO forensic investigators or medical examiners.
 - U. Complete chain of custody when OCMEEO forensic investigator is present at the scene/ pick-up location: The OCMEEO forensic investigator will begin the chain of custody at the scene by sealing the bag with a numbered lock seal and will then transfer the decedent to the Vendor for transport. The chain of custody will continue at check-in of the decedent at the OCMEEO. Vendor employees will not depart the OCMEEO, following decedent transport, until said chain of custody is completed and signed by both the Vendor's representative and an OCMEEO representative.
 - V. Complete chain of custody when an OCMEEO forensic investigator is NOT present at the scene/ pick-up location: Vendor will ensure the numbered lock seal on the body bag matches the seal number noted in the hospital or other agency's records/forms before transport to the OCMEEO. If the body bag is NOT sealed upon arrival, Vendor will use an approved OCMEEO property and evidence form to document personal property and valuables on the decedent, with hospital or other agency staff present, and then seal the bag with a numbered lock seal before transport to the OCMEEO. The chain of custody will continue at check-in of the decedent at the OCMEEO. Vendor employees will not depart the OCMEEO, following decedent transport, until said chain of custody is completed and signed by both the Vendor's representative and an OCMEEO representative.
 - W. Provide a monthly report on all responses including OCMEEO case number, time of arrival and departure from the scene, scene location, and names of Vendor employees responding.
 - X. Submit a quarterly invoice for services performed.
 - Y. Be willing to bring any issues/problems encountered to the attention of the Forensic Investigator responsible for the particular scene, or to the OCMEEO or his/her designee.

COST

Vendors must provide an all-inclusive annual cost for services to transport decedents from January 1, 2022 through December 31, 2025 as described in this RFP. Historical data of 250 transports/removals from January to December 2019.

CONTRACT CONSIDERATIONS

1. Oneida County intends to award a single contract for these services. The

Contract is anticipated to be for 48 months with a period of performance of January 1, 2022 through December 31, 2025

2. Interested Vendors are encouraged to contact Daniel W. Gilmore, Director of Oneida County Public Health at dgilmore@ocgov.net to clarify the requirements of this RFP prior to proposal submission.
3. This RFP and the successful proposal will become attachments to the resulting contract or agreement. Oneida County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that all information contained within a County contract is a public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.
4. All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.
5. Scoring Criteria and Weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Experience of personnel	25%
b. Demonstration of understanding	25%
c. Strength of references	25%
d. Cost	25%

ELEMENTS OF PROPOSAL

An organization interested in providing Oneida County Medical Examiner Office Transport Services must provide the following information with its proposal:

1. A narrative description of your firm's approach to meet the requirements summarized in this RFP.
2. Resumes for Key Personnel.
3. A complete description of vehicles, equipment and services offered as part of your proposal.
4. A sample copy of your proposed monthly report.
5. A sample copy of your standard Medical Examiner Office Transport contract, or other transport contract, if available.
6. A brief outline of your organization including:
 - a. Full legal name and address of the company;
 - b. Management overview;
 - c. Year company was established; and
 - d. Current number of employees.
7. Three references for organizations that have utilized Medical Examiner Office

Transport services or other transport services, similar in size and scope to those described in this RFP. Please include enterprise name, contact name, telephone number and email address for each.

8. A brief outline of all services currently offered by your organization.

RFP–Oneida County Health Department-Medical

Examiner's Office MEO Transport Services

Number: 2021-305

ATTACHMENT 1

New York Code of Rules and Regulations Title 10. Department of Health, Part 13.
Transportation of Dead Bodies

(Statutory authority: Public Health Law, Section 225; NYS Sanitary
Code 10 NYCRR §13.2 - Effective Date: 09/18/91)

Section 13.2- Transportation of dead human bodies by other than common
carrier

In the transportation of dead human bodies by every mode of transportation including
air, other than by common carrier in the State of New York, and including such
transportation which originates outside the State of New York, the dead body shall be
encased in a casket or container or shall be enclosed in a waterproof pouch and
secured in a rigid litter or stretcher, and however encased or enclosed, the dead body
shall be obscured from public view and:

- (1) the funeral director or his agent assuming responsibility for the transportation
of the dead body must take the steps necessary to prevent leakage of body fluids
from the container in which the remains are encased; and
- (2) the interior of the vehicle and equipment used for transportation must be
maintained in a clean and sanitary manner.

RFP–Oneida County Health Department-Medical

Examiner's Office MEO Transport Services

Number: 2021-305

ATTACHMENT 2

Onondaga County Health Department,
Medical Examiner's Office
Transport Services

CONTRACTOR SAFETY

For the purposes of this document, a "Contractor" refers to non-employees of the Center for Forensic Sciences (CFS) entering the facility to perform a service. This document is intended to convey general safety information to the Contractor to protect the Contractor and the CFS' staff. The CFS was designed with the safety of the staff and visitors as a high priority. Various engineering controls were installed to protect workers from the types of hazards typical to a laboratory environment. The CFS air handling system is monitored through a sophisticated computer system with alarmed settings for notification of system/subsystem failure. Onondaga County Department of Facilities Management provides an on-site Building Maintenance Supervisor (BMS) to monitor and adjust systems as needed during normal business hours. The system is under computer surveillance 24 hours per day by the Onondaga County Steam Station Control Room Supervisor. Any failure of crucial systems is relayed to the CFS management team for immediate action. Actions would include implementation of the evacuation plan when there is potential for employee hazard.

It is a good practice to consider every surface, piece of equipment, tool, etc., as potentially contaminated. Do not place tools or equipment on any countertops unless given prior permission by authorized staff members.

Planning

Seek information and advice about Laboratory specific hazards. Plan your work as to not interfere with Laboratory processes.

Security

Due to the sensitive nature of the work performed in this facility, security is extremely important. All contractors and visitors* are required to sign in at the Security Desk and get a badge to be worn at all times while in the building. When leaving the building, sign out at the Security Desk and return the badge. At no time are contractors/Vendors to wander away from their respective workplaces

*NOTE: Medical Examiner's Office decedent transport company and funeral directors are exempt from this Security requirement.

without an authorized escort. A person caught breaching this security policy may be immediately escorted off the premises and/or be brought up on criminal trespassing charges. Medical Examiner's Office (MEO) decedent transport company employees are escorted by and in the presence of MEO staff at all times.

Exiting

Wash hands well at designated sinks (see staff for locations) before leaving the morgue.

Eating, smoking, etc.

Do not eat, drink, smoke, or apply cosmetics in areas where biological/chemical hazards may be present.

Personal Apparel

Confine long hair and loose clothing. Wear appropriate shoes at all times. Open toed shoes or sandals are prohibited in the morgue area. Outer garments are to be hung in approved areas only. (See staff for locations.)

Personal Housekeeping

Keep the work area clean and uncluttered. Clean up the work area at the end of each day and/or as often as needed to maintain a safe workspace.

Personal Protection

See staff for area specific Personal Protective Equipment (PPE). Ensure that all persons wear appropriate gloves, lab coats, safety glasses, face shields, etc., where the potential for contact with bloodborne pathogens and/or toxic materials exists. Dispose of used gloves and garments in proper containers.

Smoking is prohibited in the Center for Forensic Sciences and outside within 25 feet of any doorway.

Vigilance

Be alert to unsafe conditions. Report unsafe conditions to the Building Maintenance Supervisor, at x2260, or Health and Safety Manager, at x2204, as soon as they arise, so that they can be corrected in a timely fashion.

Waste Disposal

All construction debris is to be removed from the premises at the end of each workday. More frequent removal may be required to maintain a clean safe environment.

Working Alone

Working alone in secure lab areas is prohibited. Avoid working alone in the building's common areas. An attempt should be made for employees to never work alone on any construction project; however, circumstances may arise in

which this situation is unavoidable. In such circumstances notification of another person in the building, possibly security or the Building Maintenance Supervisor, must be made prior to and upon completion of the work.

Equipment Usage

Contractors will follow manufacturers' safety guidelines when using any equipment, hand tools, power tools, ladders, etc., to ensure safety is not compromised.

Electrical Safety

All 110-volt outlets in the laboratories are provided a ground circuit. Frayed or damaged cords must be replaced. DO NOT tape or splice them. Electrical equipment may not be used when in a damaged condition. Turn the equipment's power switch to the "off" position before connecting to or disconnecting from an electrical outlet. Always unplug equipment by pulling on the plug, not on the cord. Do not handle electrical equipment with wet hands or when standing on wet surface. Position electrical equipment as to minimize the possibility of water or chemical contact.

Fire Prevention

Identify potential ignition sources including open flames, heating elements, and electrical sources. Be aware of major workplace fire hazards: flammable chemicals, accumulated paper, or cardboard. Contractors are responsible for the safe operation of their equipment. Use fire extinguishers only if trained in their proper use. Smoking is prohibited in the Center for Forensic Sciences

Evacuation

If an emergency requires the building to be evacuated, leave immediately using posted evacuation routes and meet across Elizabeth Blackwell Street at the Campus Activities Building (CAB) for attendance. It is important that all meet at the CAB to ensure everyone is safe so emergency rescue personnel do not have to be dispatched into the building.

It is the policy of the Center for Forensic Sciences to maintain a safe and healthy environment for all that enter. This document is only a guide and cannot take the place of common sense. If there is a question that may affect the safety of personnel or equipment, you are to have the question resolved by the appropriate staff before continuing.

RFP–Oneida County Health Department-Medical
Examiner's Office MEO Transport Services

Number:2021-305

GENERAL RULES

FOR CONTRACTORS

Onondaga County Center for Forensic Sciences

I have read and I understand the General Rules for Contractors document. I will follow the rules set forth and will notify the Health and Safety Manager (x-2204) or the Building Maintenance Supervisor (x-2260) of any foreseeable potential hazards that may arise.

I also understand that non-compliance with this General Rules for Contractors Policy may result in termination of contract(s).

Company Name: _____

	NAME (printed)	Signature	Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

**NOTICE OF CANCELLATION
STATE OF NEW YORK**



CANCELLATION WILL TAKE EFFECT AT 12:01 A.M. ON 05/18/2022 **Date of Notice:** 04/29/2022

Policy No.: BZS58759175 **Issued at:** DOVER, NH

Agent No: 1026681

Agent: TELEPHONE (716) 626-0066
THE CESAR GROUP INC
354 CAYUGA RD
BUFFALO, NY 14225-1945

Account of:
ADREAN FUNERAL SERVICE INC
700 RUTGER ST
UTICA, NY 13501

Notice Issued To:
COUNTY OF ONEIDA
800 PARK AVE
UTICA, NY 13501

Company Name:
LIBERTY MUTUAL INSURANCE

For Payment/Billing Inquiries: 1-866-290-2920
mybusinessonline.libertymutual.com

NOTICE TO: ADDITIONAL INTEREST

Line of Business: BUSINESS OWNERS

You are hereby notified that your interest under this policy has been cancelled as of the time and date stated above.

Caryn Poisson

Authorized Representative



NOTICE OF REINSTATEMENT

Policy number BZS58759175 is reinstated without any lapse in coverage for the period of 04/20/2022 - 04/20/2023.

The reinstatement is dependent upon payment being honored by the financial institution. If payment is not honored by the financial institution, the policy will terminate on the date and time shown on the cancellation notice issued for non-payment of premium.

Agent No: 1026681

Agent: TELEPHONE (716) 626-0066

THE CESAR GROUP INC
354 CAYUGA RD
BUFFALO, NY 14225-1945

Account of:

ADREAN FUNERAL SERVICE INC
700 RUTGER ST
UTICA, NY 13501

Notice Mailed To:

COUNTY OF ONEIDA
800 PARK AVE
UTICA, NY 13501

Coverage Provided By:

OHIO SECURITY INSURANCE COMPANY

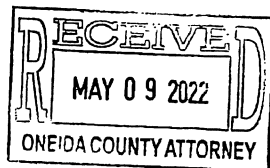
Date of Notice: 05/05/2022

Policy Period: 04/20/2022 - 04/20/2023

Policy Number: BZS58759175

Account Number: 002267210

For Billing Inquiries: 1-866-290-2920
mybusinessonline.libertymutual.com





ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

June 7, 2023

FN 20 23-210

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached in an Agreement between Oneida County through its Health Department (OCHD) and Health Research, Inc. for Public Health Emergency Preparedness Program.

The goal of the Public Health Emergency Preparedness Program is to protect the health of the community from disease outbreaks and natural and man-made disasters. OCHD engages in preparedness activities with County and community partners to identify resources, establish mutual agreements, develop coordinated response plans, conduct drills and exercises, identify and follow up on areas of improvement, train staff and coordinate public and media communications.

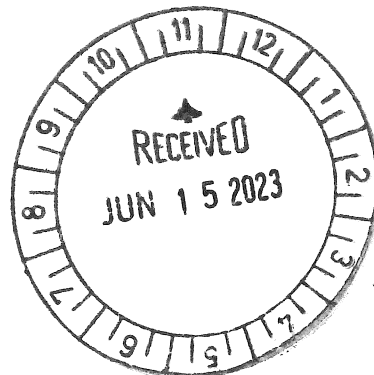
The term of this Agreement shall commence on July 1, 2022 and remain in effect through June 30, 2023. The total Agreement amount is \$1,127,716.00 which consists of a maximum reimbursable amount of \$77,716.00.

This grant supports a program mandated by Public Health Law. The reason this grant is being forwarded for signature after the commencement date is due to delays in receiving the Agreement from the vendor.

If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH
Director of Health



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

Anthony J. Picente, Jr.
County Executive

Date 6-8-23

Attachments
SAR

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Health Research, Inc.
Riverview Center
150 Broadway, Suite 516
Menands, NY 12204-2719

Title of Activity or Service: Public Health Emergency Preparedness

Proposed Dates of Operation: July 1, 2022 through June 30, 2023

Client Population/Number to be Served: All County residents

Summary Statements

1) Narrative Description of Proposed Services

Public Health Emergency Preparedness is now a core, mandated public health program.

2) Program/Service Objectives and Outcomes: Coordinate plans, conduct drills and exercises, identify, and follow up on areas for improvement, train staff and coordinate public and media communications, working alongside County and community partners.

3) Program Design and Staffing: Program funding supplements the county funded Public Health mandated activities and services.

Total Funding Requested: \$1,127,716.00 Total Agreement Amount
\$77,716.00 Maximum Reimbursable Amount

Expense Account: A4092

Revenue Account: A3481

Oneida County Dept. Funding Recommendation: \$1,127,716.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This Agreement guarantees a maximum reimbursement of \$77,716.00 for Public Health Emergency Preparedness Program.

AGREEMENT

This Agreement, made this ____ day of _____, 2023 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY, 12204-2893, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department
185 Genesee St.
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 5NU90TP9220090400, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Public Health Emergency Preparedness Program

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 07/01/2022
- "Contract End Date": 06/30/2023
- "Total Contract Amount": \$1,127,716
- "Maximum Reimbursable Amount": \$77,716
- "HRI Project Director": Primeau, Mr. Michael
- "Required Voucher Frequency": Quarterly
- "FAIN Number": NU90TP922009
- "HRI Contract Number": 1577-16
- "Catalog of Federal Domestic Assistance Number": 93.069 ("This contract is "Federally" funded.")

Budget Flexibility Percentage: 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - "Reporting/Vouchering Instructions"
- Exhibit D - "Prime Federal Award Information" (if checked) [X]
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [X]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Oneida County through the Health Department
Federal ID: 15-6000460-
UEI#: ZPE7BYWV84S3

Cheryl A Mattox
Name: Cheryl A. Mattox
Title: Executive Director

Name:

Title:

Exhibit A

**New York State Department of Health / Health Research Inc.
Public Health Emergency Preparedness**

**Deliverables
July 1, 2022 – June 30, 2023**

All deliverables will be communicated electronically and posted on the New York State Department of Health (NYSDOH) Health Commerce System. Recipients will be expected to perform activities in support of the deliverables that are posted annually.

Documents will be entitled as follows:

- BP4 (New) 2022-2023 Public Health Emergency Preparedness Program Local Health Department (LHD) Deliverables

**New York State Department Of Health
Health Research, Inc. - Public Health Emergency Preparedness Program**

EXHIBIT B - Budget

7/1/2022

Contractor : Oneida County Health Department

Contract Period : July 1, 2022 - June 30, 2023

Contract # : 1577-16

HRI Account # : 15-0686-10

See instructions for important information. Be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

SUMMARY BUDGET

Budget Categories	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL	\$ 58,762	\$ -	\$ 58,762
FRINGE BENEFITS	\$ 31,144	\$ -	\$ 31,144
SUPPLIES	\$ 12,022	\$ -	\$ 12,022
TRAVEL	\$ 500	\$ -	\$ 500
EQUIPMENT		\$ -	\$ -
MISCELLANEOUS	\$ 13,788	\$ -	\$ 13,788
CONTRACTUAL / CONSULTANT	\$ 11,500	\$ -	\$ 11,500
ADMINISTRATIVE COSTS		\$ -	\$ -
SUBTOTAL	\$ 127,716	\$ -	\$ 127,716
RESTRICTED (For NYSDOH use only)	\$ 1,000,000	\$ -	\$ 1,000,000
TOTAL :	\$ 1,127,716	\$ -	\$ 1,127,716

Reason for Proposed Changes (for budget modifications):

Contractor

Authorized Signature: _____

Date: _____

Fringe Benefits

Contractor: Oneida County Health Department
 Contract Period: July 1, 2022 - June 30, 2023

If additional space is needed, insert lines or attach page 1a. Indicate typical work week for employee, regardless of funding source. ^T
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FRINGE BENEFITS							
1. Does your agency have a federally approved fringe benefit rate? <i>**Contractor must attach a copy of federally approved rate agreement.**</i>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right; width: 50%;">_____ Yes</td> <td style="width: 50%;">Approved Rate (%) : _____</td> </tr> <tr> <td style="text-align: right;">_____ No</td> <td>Amount Requested (\$) : _____</td> </tr> <tr> <td></td> <td>Complete 2-7 below.</td> </tr> </table>	_____ Yes	Approved Rate (%) : _____	_____ No	Amount Requested (\$) : _____		Complete 2-7 below.
_____ Yes	Approved Rate (%) : _____						
_____ No	Amount Requested (\$) : _____						
	Complete 2-7 below.						
2. Total salary expense based on most recent audited financial statements:	\$ <u>96,040,399</u>						
3. Total fringe benefits expense based on most recent audited financial statements:	<u>\$39,327,908</u>						
4. Agency Fringe Benefit Rate: <i>(amount from #3 divided by amount from #2)</i>	<u>40.95%</u>						
5. Date of most recently audited financial statements: <i>Attach a copy of financial pages supporting amounts listed in #2 and #3.</i>	<u>12/31/20</u>						
6. Requested rate and amount for fringe benefits:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Rate Requested (%) :</td> <td style="text-align: right;"><u>53.00%</u></td> </tr> <tr> <td>Amount Requested (\$) :</td> <td style="text-align: right;"><u>\$ 31,144</u></td> </tr> </table>	Rate Requested (%) :	<u>53.00%</u>	Amount Requested (\$) :	<u>\$ 31,144</u>		
Rate Requested (%) :	<u>53.00%</u>						
Amount Requested (\$) :	<u>\$ 31,144</u>						
7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.							
<div style="border: 1px dashed black; padding: 10px; min-height: 50px;"> Audited Financial Statement include part time employees which bring the rate down since they do not receive retirement or health insurance benefits. </div>							

Supplies

Contractor: Oneida County Health Department
Contract Period: July 1, 2022 - June 30, 2023

SUPPLIES : *Provide a justification for all supplies, including a description of how it relates to specific program objectives. Please refer to the Equipment section for guidance on items with a unit cost of \$5,000 or more.*

<u>Item Description</u>	<u>Amount</u>
Office materials and supplies	\$ 4,000
Program Supplies	\$ 8,022

Total Supplies Requested: \$ 12,022

Justification

Office supplies t (e.g. pens, pencils, three hole punchers, pads, post-its, fax/copier paper, notebooks, staples, scotch tape, flip-chart pads, magic markers, folders, binders, report covers, etc.). This includes supplies and electronic devices which will be purchased for partnership/coalition building and emergency planning meetings, presentations, PODS, drills and/or public health emergencies.

Program supplies such as medical supplies for upcoming POD Exercises or actual events, PPE(\$1,000), POD vests(\$500), sign(\$1,000), reference books(\$500), educational materials and supplies(\$522), software, badging equipment(\$500), Public Health EOC supplies, POD, Employee Training and Community Engagement supplies as detailed in the justification below. Also to include resources to support collaborative planning and training with Onondaga County Medical Examiner's office for mass fatality support (e.g., body bags, tags, training supplies). COOP planning resources and kit items, vaccine storage coolers(\$1,000). Supply items that do not exceed \$1,000 for supplies such as: mobile printers(\$1000), speakers, routers, computer hardware(\$1,000), scanners, carts(\$500), tables(\$500), chairs, cabinets, paper cutters, shredders, and other electronic devices, cell phone and tablet equipment and accessories, badging equipment, etc. Supply items will be used to support public health Continuity of Operations (COOP), POD operations and other emergency response operations such as disasters, extreme weather, mass fatality, biological, outbreaks, and other community preparedness and response educational and/or community engagement events.

Travel

Contractor: Oneida County Health Department
Contract Period: July 1, 2022 - June 30, 2023

Travel: *Include staff and conference travel, as well as travel to regional meetings and training sessions. Contractors without reimbursement policies should use New York State travel reimbursement policy.*

<u>Purpose/Destination</u>	<u>Amount</u>
Mileage and Travel costs to conferences, regional meetings and PHERP related meetings and events.	\$ 500

Total Travel Requested: \$ 500

Is mileage requested (personal auto or agency auto)

 x Yes
 No

Justification

Personal auto mileage, travel, lodging and meals for Staff participating in PODs, Clinics, mass vaccination and other community emergency preparedness efforts including in-person and/or web-based local, regional and national meetings, conferences and other PHERP-related trainings

Miscellaneous

Contractor: Oneida County Health Department
 Contract Period: July 1, 2022 - June 30, 2023

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement). All food / refreshment costs must comply with the NYSDOH Health Emergency Preparedness Program Meeting Expense Reimbursement Guidelines. When vouchering for refreshment expenses, please provide all of the details required in the Meeting Expense Reimbursement Guidelines.

<u>Item Description</u>	<u>Amount</u>
Cell Phone & Tablet Data Package Monthly Service	\$ 3,806
Printing	\$ 8,000
Air Cards/MiFis (5 @18.02 per month & 1 @ 41.01 per month) 50%	\$ 782
Program Software	\$ 1,200

Total Miscellaneous Requested : \$ 13,788

Justification

Cell Phones: For rental of 6 cell phones for key OCHD PHEP staff for 24/7 emergency access and Internet connectivity. Staff with 50% usage are below. They are required to have their phones with them at all times, so we can account for at least 50% of use under PHEP

- *Opioid Coordinator
- *Director of Clinical Services
- *Supervising Public Health Nurse
- *Public Health Educator

Staff with 60% usage under PHEP. Devices used at least 60% just for PHEP usage.
 *PHEP Coordinator

Those at 100% are as follows:
 Fiscal Services Administrator is 100% usage of phone and tablet are only used for PHEP .

Devices will be assigned to these staff and used to ensure 24/7 and backup communications with these key preparedness staff.

Estimated cell phone costs are:
 Cell Phone \$36.79 per month x 12 months
 6 Phones @ 50% = \$1,325
 1 Phone @ 60% = \$265
 1 Phone @ 100% = \$441
 Total = **\$2,031**

Tablet PCs Data Package: Data package for Internet support 12 devices at an average of \$24.65 per month. 50% is dedicated to PHEP activity. Service for already-acquired tablets to provide 24/7 and back up communications for key preparedness staff and to support deliverable activities including PODs, other exercises and drills, webinars and trainings, and EOC operations, provide remote access to county server, HCS access, expedient and 24/7 access to preparedness applications that support research and emergency planning and response to public health preparedness educational and community engagement activities. Staff include Director of Health, Deputy Director of Health , Fiscal Services Administrator, PHERP Coordinator ,Director of Clinical Services, Volunteer Coordinator, Health Educator, Public Information Officer . Devices will be assigned to other support staff (e.g., Health Educators, nurses, sanitarians, program staff) for PODs, emergency response, preparedness education, meetings, and conferences.
 Estimated costs are 12 packages x 12 months x an average rate of \$24.65 per month x 50% = \$1775. An estimated 50% is dedicated to PHEP activity.

Air Cards: Recurring costs of air cards and/or MiFis for laptops to ensure remote and wireless access to Internet and HIN after hours and during PODs, Flu Clinics and other public health emergency activities (1 devices @ \$40.01; 5 @ 18.02 per month) at least 50 % is dedicated to PHEP activity.
 Estimated costs are:
 1 air card x 12 months x \$40.01 per month x 50%
 5 air cards x 12 months x \$18.02 per month x 50%
 Total **\$782**

Printing: In house and professional printing of signs, posters, and other PHEP educational materials for community distribution, handouts, and meeting materials at Clinics, PODs, local emergency planning meetings, HOOAD (Herikimer-Oneida Organizations Active in Disaster) meetings and community engagement activities. (\$5,000) Updated Disaster Preparedness guides for distribution. (\$3, 000)

Adobe, Presentation and Flow Chart Software, Web ex or other forms of communication software for key staff involved in developing and/or processing

Subcontracts/Consultants

Contractor: Oneida County Health Department
Contract Period: July 1, 2022 - June 30, 2023

SUBCONTRACTS / CONSULTANTS:		
<i>Provide a listing of all subcontracts, including consultant agreements. If the subcontractor / consultant has not been selected, please indicate "TBA" in Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Administrative / Indirect Costs for all contractual / consultant agreements are limited to 10% of total direct costs unless a federally approved rate agreement is provided. All subcontracts entered into must be executed as line item cost reimbursable unless All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must flow down to all subcontractor agreements.</i>		
Agency / Name	Description of Services Include number of hours and hourly rate for consultants. Include a detailed line-item budget for subcontractors.	Amount
Foster Martin or another qualified advertising agency	<p>Period of Performance: July 1, 2022 - June 30, 2023</p> <p>Scope of Work: PHEP marketing and advertising costs for emergency preparedness education and awareness campaign for marketing activities including but not limited to radio(\$3,000), television, newspaper, billboard(\$2,000), bus advertising, web, PSAs, videos, printing, production, air-time, web services, etc.</p> <p>Method of Accountability: Contractor will document the particular PHERP – related activities to the Director of Health and upon approval will be compensated on a monthly basis.</p> <p>Detailed Budget and Justification: : Services vary based on advertising medium and frequency. OCHD has contractual agreement for fee for services.</p>	\$ 5,000
Mohawk Valley Resource Center for Refugees and/or MAMI Interprets, Language Link, and/or another qualified interpreting agency	<p>Period of Performance: July 1, 2022- June 30, 2023</p> <p>Scope of Work: Consultant services to provide interpretation and translations services for our Limited English Population (LEP) in emergency preparedness education and response.</p> <p>Method of Accountability: Contractor will report to and collaborate with the OCHD PHERP Coordinator and to ensure deliverables are met.</p> <p>Detailed Budget and Justification: Interpretation and translation fees vary based on service. Translation of Disaster Preparedness Guide.(\$2,500) Translation of various handouts and 3 of 3 MCM drill paper work.(\$3,000)</p>	\$ 5,500
Devayani Namassivaya, MD Medical Consultant	<p>Period of Performance: July 1, 2022 - June 30, 2023</p> <p>Scope of Work: Medical consultation regarding emergency response and preparedness planning and implementation. This includes assisting in the development and/or review of PHEP documents, developing materials for the medical community, participating in presentations to health care providers, attending internal and external preparedness meetings.</p> <p>Method of Accountability: Contractor will document the particular PHERP – related activities to the Director of Health and upon approval will be compensated on a monthly basis.</p>	\$ 1,000
	<p>Period of Performance:</p> <p>Scope of Work:</p> <p>Method of Accountability:</p> <p>Detailed Budget and Justification:</p>	
Total Subcontracts/Consultants Requested :		\$ 11,500

Restricted

Contractor: Oneida County Health Department

Contract Period: July 1, 2022 - June 30, 2023

FOR NYSDOH USE ONLY

Purpose/Destination

Amount

Please refer to the LHD funding table for the Emergency Placeholder Funding amount. This allows for increased funds to be awarded to the contract in the event of a public health emergency and additional funds become available. \$ 1,000,000

Total Restricted: \$ 1,000,000

Justification

NYSDOH Note: Items in the Restricted budget category are not reimbursable. To remove items from the Restricted budget category, submit a budget modification request to NYSPEP@health.ny.gov for approval. The budget modification request must include a break-out of expenses and a justification that shows how the expenses support the contract deliverables.

Exhibit C
Reporting, Vouchering and Other Requirements

The **Reporting Frequency** for this Contract shall be:

Monthly Quarterly Semi Annually Annually

Other (specify)_____

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted below:

Email: nyspheap@health.ny.gov.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NU90TP922009-04-00

FAIN# NU90TP922009

Federal Award Date: 06/26/2022

EXHIBIT D

Recipient Information	
1. Recipient Name	Health Research, Inc. 150 Broadway Ste 560 Menands, NY 12204-2726 [No Phone Record]
2. Congressional District of Recipient	20
3. Payment System Identifier (ID)	1141402155A1
4. Employer Identification Number (EIN)	141402155
5. Data Universal Numbering System (DUNS)	002436061
6. Recipient's Unique Entity Identifier (UEI)	G9H6SUM59YC4
7. Project Director or Principal Investigator	Mr. Michael Primeau michael.primeau@health.ny.gov 518-474-2893
8. Authorized Official	Mrs. Cheryl A. Mattox Authorizing Official hringa@healthresearch.org (581) 431-1200
Federal Agency Information CDC Office of Financial Resources	
9. Awarding Agency Contact Information	Ms. Sylvia Reeves Grants Management Specialist qpg0@cdc.gov 770-488-2739
10. Program Official Contact Information	Tracy Lewis ils7@cdc.gov (404) 639-3901

Federal Award Information	
11. Award Number	5 NU90TP922009-04-00
12. Unique Federal Award Identification Number (FAIN)	NU90TP922009
13. Statutory Authority	319C-1 of the Public Health Service (PHS) Act (47 USC 247d-3a)
14. Federal Award Project Title	Public Health Emergency Preparedness Cooperative Agreement Department of Health and Human Services
15. Assistance Listing Number	93.069
16. Assistance Listing Program Title	Public Health Emergency Preparedness
17. Award Action Type	Non-Competing Continuation
18. Is the Award R&D?	No

Summary Federal Award Financial Information	
19. Budget Period Start Date	07/01/2022 - End Date 06/30/2023
20. Total Amount of Federal Funds Obligated by this Action	\$19,747,665.00
20a. Direct Cost Amount	\$17,124,258.00
20b. Indirect Cost Amount	\$2,623,407.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$0.00
24. Total Approved Cost Sharing or Matching, where applicable	\$1,976,371.00
25. Total Federal and Non-Federal Approved this Budget Period	\$21,724,036.00
26. Period of Performance Start Date	07/01/2019 - End Date 06/30/2024
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	\$84,064,680.00

28. Authorized Treatment of Program Income	ADDITIONAL COSTS
29. Grants Management Officer - Signature	Mrs. Erica Stewart Team Lead, Grants Management Officer

30. Remarks



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NU90TP922009-04-00

FAIN# NU90TP922009

Federal Award Date: 06/26/2022

Recipient Information	
Recipient Name	
Health Research, Inc. 150 Broadway Ste 560 Menands, NY 12204-2726 [No Phone Record]	
Congressional District of Recipient	
20	
Payment Account Number and Type	
1141402155A1	
Employer Identification Number (EIN) Data	
141402155	
Universal Numbering System (DUNS)	
002436061	
Recipient's Unique Entity Identifier (UEI)	
G9H6SUMS9YC4	

31. Assistance Type
Cooperative Agreement
32. Type of Award
Other

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$6,369,575.00
b. Fringe Benefits	\$2,586,046.00
c. Total Personnel Costs	\$8,955,621.00
d. Equipment	\$66,000.00
e. Supplies	\$214,903.00
f. Travel	\$142,328.00
g. Construction	\$0.00
h. Other	\$781,816.00
i. Contractual	\$6,963,590.00
j. TOTAL DIRECT COSTS	\$17,124,258.00
k. INDIRECT COSTS	\$2,623,407.00
l. TOTAL APPROVED BUDGET	\$19,747,665.00
m. Federal Share	\$19,747,665.00
n. Non-Federal Share	\$1,976,371.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
2-921022U	19NU90TP922009	TP	41.51	93.069	\$2,235,744.00	75-22-0956
2-921027R	19NU90TP922009	TP	41.51	93.069	\$2,179,502.00	75-22-0956
1-921022U	19NU90TP922009	TP	41.51	93.069	\$0.00	75-21-0956
2-9213367	19NU90TP922009	TP	41.51	93.069	\$15,332,419.00	75-22-0956
1-9213367	19NU90TP922009	TP	41.51	93.069	\$0.00	75-21-0956
1-921027R	19NU90TP922009	TP	41.51	93.069	\$0.00	75-21-0956



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 5 NU90TP922009-04-00

FAIN# NU90TP922009

Federal Award Date: 06/26/2022

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$16,048.00	\$16,048.00
Total	\$0.00	\$16,048.00	\$16,048.00

AWARD ATTACHMENTS

Health Research, Inc.

5 NU90TP922009-04-00

1. TP922009-NCC T&C

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **TP19-1901**, titled **Public Health Emergency Preparedness (PHEP) Cooperative Agreement**, and application dated March 16, 2022, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **\$19,747,665** is approved for the Year 04 budget period, which is July 1, 2022 through June 30, 2023. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
PHEP Base	\$15,332,419
PHEP CRI	\$2,179,502
PHEP Laboratory	\$2,235,744

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

Listed in NOFO-Recipients must describe how CDC could help them overcome challenges to complete activities in the work plan and achieving period of performance outcomes

-Provide ongoing guidance, programmatic support, training, and technical assistance related to public health emergency preparedness.

-Provide ongoing guidance, programmatic support, training, and technical assistance related to activities outlined in this funding opportunity. Technical assistance resources include PHEP supplemental guidance and resources, funding application instructions, quarterly spend plan templates, and other resources as needed.

-Facilitate communication among recipients to advance the sharing of expertise on preparedness and response activities.

-Facilitate technical assistance through CDC's online technical assistance portal.

Direct Assistance (DA): DA is awarded in the amount of **\$16,048** for Personnel and/ or SAS in this budget period.

Budget Information Requirement: The additional information must be submitted as a grant note titled: Budget Information Request no later than **August 15, 2022**. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Personnel: TBD Position is listed. Provide the name once TBD position is filled. Ensure LOE is allocated accordingly between this and all other federal awards. Combined LOE should not exceed 100%. If position is not filled within 90 days, funds need to be redirected.

Revised SF-424A that matches the approved funding amount per CFR § 75.206 Standard application requirements, including forms for applying for HHS financial assistance, and state plans.

Revised budget and workplan that aligns with approved funding amount and programmatic recommendations.

- TBD Position is listed. Provide the name once TBD positions are filled. If position is not filled within 90 days, funds need to be redirected.

Fringe benefits: If the position is not filled within 90 days, funds need to be redirected.

Supplies: Detail listing and description is needed for all items/kits listed in the supplies budget category. This must be provided in accordance with CDC budget preparation guidelines.

- More details are needed for the use of \$2,000 in general office supplies. How are they a requirement for this cooperative workplan?

Technical Review Response Requirement: CDC program staff will distribute TR reports to recipients via GMM Grant Notes. The recipient must submit a response to the weakness(es), and recommendations identified in the technical review as a grant note in GrantSolutions. (Note: The recipient's response should be reflective only of the weaknesses identified, therefore, resubmission of the entire application is not required.) Failure to submit the required information by the due date will cause delay in programmatic progress and will adversely affect the future funding of this project.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally

approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Cost sharing or matching alternative.

Cost sharing or matching alternative: Under this alternative, program income is used to finance some or the entire non-federal share of the project/program.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance <https://www.cdc.gov/grants/additional-requirements/ar-35.html>
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

General Restrictions

- Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$199,300 per year.
- Funds may not be used to purchase or support (feed) animals for labs, including mice. Funds may not be used to purchase a house or other living quarter for those under quarantine. Rental may be allowed with approval from the CDC OGS.

LOBBYING

FUNDING RESTRICTIONS AND LIMITATIONS

Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:

- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

See additional requirements (AR 12) for detail guidance on the prohibition and additional guidance on lobbying for CDC recipients https://www.cdc.gov/grants/documents/antilobbying_restrictions_for_cdc_grantees_july_2012.pdf

CONSTRUCTION AND MAJOR RENOVATIONS

- Recipients may not use funds for construction or major renovations.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.

PASSENGER ROAD VEHICLES

- Funds cannot be used to purchase over-the road passenger vehicles.
- Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas driven motorized carts.
- Recipients can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas- driven motorized carts during times of need.
- Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
 - Type of vendor
 - Number and type of vehicles, including vehicle load capacity and configuration
 - Number and type of drivers, including certification of drivers
 - Number and type of support personnel
 - Vendor's response time
 - Vendor's ability to maintain cold chain, if necessary to the incident
 - This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

TRANSPORTATION OF MEDICAL MATERIAL

- Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies and equipment.
- Recipients can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- Recipients may purchase basic (non-motorized) trailers with prior approval from the CDC OGS.

PROCUREMENT OF FOOD AND CLOTHING

- Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.
- Generally, funds may not be used to purchase food.

VACCINES

- PHEP recipients can, with prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for select critical workforce groups to ensure their health and safety during an exercise testing response plans.
 - Recipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.
- Recipients may not use PHEP funds to supplant other funding intended to achieve these objectives.
- Recipients of PHEP-funded vaccines (within the context of the exercise) may include:
 - Persons who meet the criteria in the CDC-Advisory Committee on Immunization Practices (CDC/ACIP) recommendations www.cdc.gov/vaccines/acip/index.html for who should receive vaccine; and
 - Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.
 - VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccine purchased from the appropriate funding source.
- PHEP funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by ACIP schedules.
- PHEP funds may not be used to purchase influenza vaccines for the general public.

Recipients may not use funds for clinical care except as allowed by law. For the purposes of this

NOFO, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer MCMs such as antibiotics or vaccines as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to one individual patient.

LABORATORY SUPPLIES

Instruments, reagents and supplies for the following are not generally purchased with PHEP funding:

- Instruments, reagents and supplies for testing seasonal influenza.
- Instruments, reagents and supplies for testing rabies.
- Instruments, reagents and supplies for routine food testing (surveillance).
- Instruments, reagents and supplies for testing vaccine preventable diseases (e.g. measles, mumps, etc.)
- Instruments, reagents and supplies for routine testing of vector-borne illnesses (both clinical and vector surveillance).
- Routine drug screening of laboratory staff; and
- Influenza vaccines (for the general public).

Because recipients receive substantial assistance from CDC through other programs, recipients line items are funded under the appropriate program

Indirect Costs:

Indirect costs are approved based on the negotiated indirect cost rate agreement dated 09/16/2021, which calculates indirect costs as follows, a fixed is approved at a rate of **66.20%** of the base, which includes, direct salaries and wages including all fringe benefits. The effective dates of this indirect cost rate are from 04/01/2022 to 03/31/2025.

Matching Funds Requirement: The required level of non-federal participation for **PHEP \$1,976,371.**

Matching is generally calculated on the basis of the federal award amount and is comprised of recipient contributions proposed to support anticipated costs of the project during a specific budget period (confirmation of the existence of funding is supplied by the recipient via their Federal Financial Report). The recipient must be able to account separately for stewardship of the federal funding and for any required matching; it is subject to monitoring, oversight, and audit. The recipient may not use matching expenditures to count toward any Maintaining State Funding requirement.

When a recipient requests a carryover of unobligated funds from prior year(s), matching funds equal to the new requirement must be on record in the CDC grant file, or the recipient must provide evidence with the carryover request.

Maintenance of Effort (MOE) Requirement: MOE represents an applicant/recipient historical level of contributions related to federal programmatic activities which have been made prior to the receipt of federal funds "expenditures (money spent)." MOE is used as an indicator of non-federal support for public health before the infusion of federal funds. These expenditures are calculated by the recipient without reference to any federal funding that also may have

contributed to such programmatic activities in the past. Recipients must stipulate the total dollar amount in their grant applications. Recipients must be able to account for MOE separately from accounting for federal funds and separately from accounting for any matching funds requirement; this accounting is subject to ongoing monitoring, oversight, and audit. MOE may not include any matching funds requirement.

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Sylvia Reeves, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch IV
2939 Flowers Road
Atlanta, GA 30341
Email: qpg0@cdc.gov

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Contractor's costs must be in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be reasonable, necessary, and cost-effective (as reasonably determined by HRI). In calculating costs, the accounting practices of Contractor must be based on generally accepted accounting principles and practices appropriate to the circumstances and consistent with other comparable activities of Contractor. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with this Section 2(c) are unallowable. Contractor shall supply documentation of such policies and procedures to HRI when requested.
 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. **Administrative, Financial and Audit Regulations** –
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. Representations and Warranties – Contractor represents and warrants that:

- a) it has the full right and authority to enter into and perform under this Agreement;
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or

familiar status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employer Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return

receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.
- m) Contractor agrees it is compliant with New York State's training requirements for preventing sexual harassment and provides such training on an annual basis, pursuant to Section 201-g of the Labor Law.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the

Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs - Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.

- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment "B" Program Specific Clauses

1. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
2. Guarantees and Damages: The work shall be commenced at the time stated in the Contract, and shall be completed no later than the time of completion specified in the Contract.
 - a. It is hereby understood and mutually agreed, by and between the Contractor and HRI, that the time for completion of the Work on the Deliverables, as specified in Exhibit A, is an essential condition of the Contract.
 - b. The Contractor agrees that the Work shall be carried out regularly, diligently, and uninterruptedly at such rate of progress to insure full completion within the time specified. It is expressly understood and agreed, by and between the Contractor and HRI that the time for completion of the Work described herein is a reasonable time.
 - c. The Contractor hereby guarantees HRI that Deliverable Work will be completed within the contract period. If the Contractor does not complete the Work within the contract period, or any proper extension thereof granted by HRI, the Contractor agrees to pay to HRI liquidated damages, according the following schedule:
 - 1st Offense- 1% of total contract
 - 2nd Offense- 5% of total contract
 - 3rd Offense- 10% of total contract
 - d. HRI reserves the right to waive liquidated damages.
 - e. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if HRI determines that the Contractor is without fault and that the delay in completion of the Work is due to:
 - i. any preference, priority or allocation order duly issued by the government of the United States or the State of New York; and
 - ii. an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by HRI, including, but not limited to, acts of God or of public enemy, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
 - iii. The Contractor shall, within ten (10) days from the beginning of any such delay, notify HRI, in writing, of the causes of the delay.
 - f. Payment of the guarantees will be assessed as an "offset" to the following year's contract award.
3. Maximum Reimbursable Amount: In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
4. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.



HEALTH RESEARCH
INCORPORATED

01-12-23

Date

On September 26, 2006, S. 2560, the Federal Funding Accountability and Transparency Act (FFATA) of 2006, was enacted. FFATA is intended to deter "wasteful and unnecessary" spending. Therefore, FFATA requires full disclosure to the public all entities or organizations **receiving federal funds**. HRI must track Federal funding to subrecipients in the amount of \$30,000 or more, by Congressional District.

Because your organization is a sub-recipient of Federal funds subcontracted to by Health Research, Inc., HRI is requesting certification from your organization of the below information:

Subcontract number: 1577-16	Subcontract Dates: 7/1/2022-6/30/2023
Subcontractor Name: Oneida County	Amount of Award: \$1,127,716
CFDA #: 93.069	Funding Agency: CDC
Sponsor #: 5NU90TP9220090400	HRI Grant #: 15-0686-10
HRI PI: Mr. Michael Primeau	(For HRI Use Only) Executed Date:
Award Title: PHEP Base - OPH	

UEI Number: _____

Subcontractor location including address: (zip code must include +4):

Oneida County Health Department
Attention: Director of Health
185 Genesee St., Suite 500
Utica, NY 13501-2102



Subcontract primary performance location including address: (zip code must include +4):

Oneida County Health Department
185 Genesee St., Suite 500
Utica, NY 13501-2102

Please provide a brief description of the project your organization is being contracted for:

Public Health Emergency Preparedness Grant

Executive compensation data: Subcontractors are required to report the names and total compensation of the five most highly compensated officers if in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Check 'Yes' and complete below table if in the preceding fiscal year, your organization received 80%+ and \$25M+ in annual gross revenue from Federal awards and the public does not have access to Sr. Executive compensation otherwise check 'No'.

Yes No

	Name	Compensation
Officer 1		
Officer 2		
Officer 3		
Officer 4		
Officer 5		

I certify that the above information accurately represents the organization for which I am an authorized representative.

Signature

Anthony J. Picente, Jr.

Name - please print

Oneida County Executive

Title

ce@ocgov.net

Email

315-798-3400

Phone #

Date

Please return completed form electronically to HRIFATA@healthresearch.org

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 070

INTRODUCED BY: Messrs. Boucher, Flisnik

2ND BY: Mr. Joseph

RE: APPROVAL OF AN AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH ITS DEPARTMENT OF HEALTH, AND HEALTH RESEARCH, INC.

WHEREAS, This Board is in receipt of an Agreement between Oneida County, through its Department of Health, and Health Research, Inc., in the sum of \$1,128,541.00, for the development and operation of a Public Health Emergency Preparedness Program, which will protect the health of the community from disease outbreaks, natural and man-made disasters, and

WHEREAS, The Agreement shall be a for a total of \$1,128,541.00, which consists of a maximum reimbursable amount of \$78,541.00 and up to \$1,000,000.00 in restricted funds which may be dispersed to Oneida County from New York State in the event of a Public Health Emergency, and

WHEREAS, The Agreement shall be for a term commencing July 1, 2021 and ending June 30, 2022, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators authorizes and approves an Agreement between Oneida County, through its Department of Health, and Health Research, Inc., for a term commencing July 1, 2021 and ending June 30, 2022; and further authorizes County Executive Anthony J. Picente, Jr. to execute all documents related thereto.

APPROVED:	Health & Human Services Committee	March 8, 2022
	Ways and Means Committee	March 9, 2022

DATED: March 9, 2022

Adopted by the following vote:
AYES 23 NAYS 0 ABSENT 0

AGREEMENT

This Agreement, made this 23rd day of Sep., 2021 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY, 12204-2893, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department
185 Genesee St.
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 5NU90TP9220090300, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Public Health Emergency Preparedness Program

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:


Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 07/01/2021
- "Contract End Date": 06/30/2022
- "Total Contract Amount": \$1,128,541
- "Maximum Reimbursable Amount": \$78,541
- "HRI Project Director": Primeau, Mr. Michael
- "Required Voucher Frequency": Monthly
- "FAIN Number": NU90TP922009
- "HRI Contract Number": 1577-15
- "Catalog of Federal Domestic Assistance Number": 93.069 ("This contract is "Federally" funded.")

Budget Flexibility Percentage": 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

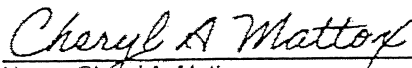
- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - "Reporting/Vouchering Instructions"
- Exhibit D - "Prime Federal Award Information" (if checked) [X]
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [X]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

APPROVED
ONEIDA COUNTY ATTORNEY
BY 
ASST ONEIDA COUNTY ATTORNEY

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Oneida County through the Health Department
Federal ID: 15-6000460-
DUNS#:075814186



Name: Cheryl A. Mattox
Title: Executive Director



Name:
Title: 3/14/22

Exhibit A

**New York State Department of Health / Health Research Inc.
Public Health Emergency Preparedness**

**Deliverables
July 1, 2021 – June 30, 2022**

All deliverables will be communicated electronically and posted on the New York State Department of Health (NYSDOH) Health Commerce System. Recipients will be expected to perform activities in support of the deliverables that are posted annually.

Documents will be entitled as follows:

- BP3 (New) 2021-2022 Public Health Emergency Preparedness Program Local Health Department (LHD) Deliverables

New York State Department Of Health
 Health Research, Inc. - Public Health Emergency Preparedness Program
 EXHIBIT B
 Budget 7/1/21

Contractor : Oneida County Health Department
 Contract Period : July 1, 2021 - June 30, 2022
 Contract # : 1577-15
 HRI Account # : 15-0686-09

See instructions for important information. Be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

SUMMARY BUDGET

Budget Categories	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL	\$ 61,307	\$ -	\$ 61,307
FRINGE BENEFITS	\$ 32,088	\$ -	\$ 32,088
SUPPLIES	\$ 9,323	\$ -	\$ 9,323
TRAVEL	\$ 1,000	\$ -	\$ 1,000
EQUIPMENT		\$ -	\$ -
MISCELLANEOUS	\$ 10,823	\$ -	\$ 10,823
CONTRACTUAL / CONSULTANT	\$ 14,000	\$ -	\$ 14,000
ADMINISTRATIVE COSTS		\$ -	\$ -
SUBTOTAL	\$ 128,541	\$ -	\$ 128,541
RESTRICTED (For NYSDOH use only)	\$ 1,000,000	\$ -	\$ 1,000,000
TOTAL :	\$ 1,128,541	\$ -	\$ 1,128,541

Reason for Proposed Changes (for budget modifications):

Contractor

Authorized Signature: _____

Date: _____

Fringe Benefits

Contractor: Oneida County Health Department
 Contract Period: July 1, 2021 - June 30, 2022

FRINGE BENEFITS		Approved Rate (%) :	_____
1. Does your agency have a federally approved fringe benefit rate? <i>**Contractor must attach a copy of federally approved rate agreement.**</i>	<input type="checkbox"/> Yes	Amount Requested (\$):	_____
	<input checked="" type="checkbox"/> No	Complete 2-7 below.	
2. Total salary expense based on most recent audited financial statements:		\$	<u>96,178,655</u>
3. Total fringe benefits expense based on most recent audited financial statements:			<u>\$39,325,992</u>
4. Agency Fringe Benefit Rate: (amount from #3 divided by amount from #2):			<u>40.89%</u>
5. Date of most recently audited financial statements: <i>Attach a copy of financial pages supporting amounts listed in #2 and #3.</i>			<u>12/31/19</u>
6. Requested rate and amount for fringe benefits:		Rate Requested (%) :	<u>52.34%</u>
		Amount Requested (\$):	<u>\$ 32,088</u>
7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.			
<div style="border: 1px solid black; padding: 5px;"> <p>The requested rate includes only full-time employees while the rate per audited financials statements include part time employees.</p> </div>			

Supplies

Contractor: Oneida County Health Department
 Contract Period: July 1, 2021 - June 30, 2022

SUPPLIES : *Provide a justification for all supplies, including a description of how it relates to specific program objectives. Please refer to the Equipment section for guidance on items with a unit cost of \$5,000 or more.*

<u>Item Description</u>	<u>Amount</u>
Office materials and supplies	\$ 4,323
Program Supplies	\$ 5,000

Total Supplies Requested: \$ 9,323

Justification

Office supplies (e.g. pens, pencils, three hole punchers, pads, post-its, fax/copier paper, notebooks, staples, scotch tape, flip-chart pads, magic markers, folders, binders, report covers, etc.). This includes supplies and electronic devices which will be purchased for partnership/coalition building and emergency planning meetings, presentations, PODS, drills and/or public health emergencies.

Program supplies such as medical supplies for upcoming POD Exercises or actual events, PPE, POD vests, signs, reference books, educational materials and supplies, software, badging equipment, Public Health EOC supplies, POD, Employee Training and Community Engagement supplies as detailed in the justification below. Also to include resources to support collaborative planning and training with Onondaga County Medical Examiner's office for mass fatality support (e.g., body bags, tags, training supplies). COOP planning resources and kit items, vaccine storage coolers. Supply items that do not exceed \$1,000 for supplies such as: mobile printers, speakers, routers, computer hardware, scanners, carts, tables, chairs, cabinets, paper cutters, shredders, and other electronic devices, cell phone and tablet equipment and accessories, badging equipment, etc. Supply items will be used to support public health Continuity of Operations (COOP), POD operations and other emergency response operations such as disasters, extreme weather, mass fatality, biological, outbreaks, and other community preparedness and response educational and/or community engagement events.

Travel

Contractor: Oneida County Health Department
Contract Period: July 1, 2021 - June 30, 2022

Travel: *Include staff and conference travel, as well as travel to regional meetings and training sessions. Contractors without reimbursement policies should use New York State travel reimbursement policy.*

Purpose/Destination

Amount

Mileage and Travel costs to PODS, conferences, regional meetings and PHERP related meetings and events.

\$ 1,000

Total Travel Requested: \$ 1,000

Is mileage requested (personal auto or agency auto)

 x Yes
 No

Justification

Personal auto mileage, travel, lodging and meals for Staff participating in PODs, Clinics, mass vaccination and other community emergency preparedness efforts including in-person and/or web-based local, regional and national meetings, conferences and other PHERP-related trainings

Miscellaneous

Contractor: Oneida County Health Department
 Contract Period: July 1, 2021 - June 30, 2022

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement). All food / refreshment costs must comply with the NYSDOH Health Emergency Preparedness Program Meeting Expense Reimbursement Guidelines. When vouchering for refreshment expenses, please provide all of the details required in the Meeting Expense Reimbursement Guidelines.

Item Description	Amount
Cell Phone Service	\$ 2,031
Tablet PC's Data Package monthly service	\$ 1,775
Air Cards/MiFis (5@18.02 per month & 1 @ 41.01) 50%	\$ 787
Printing	\$ 5,000
Program software	\$ 1,230

Total Miscellaneous Requested : \$ 10,823

Justification

Cell Phones: For rental of 6 cell phones for key OCHD PHEP staff for 24/7 emergency access and Internet connectivity. Staff with 50% usage are below. They are required to have their phones with them at all times, so we can account for at least 50% of use under PHEP

- *Director of Health
- *Deputy Director of Health
- *Opioid Coordinator
- *Director of Clinical Services
- *Supervising Public Health Nurse
- *Public Health Educator

Staff with 60% usage under PHEP. Devices used at least 60% just for PHEP usage.
 *PHEP Coordinator

Those at 100% are as follows:
 Fiscal Services Administrator Is 100% usage of phone and tablet are only used for PHEP.

Devices will be assigned to these staff and used to ensure 24/7 and backup communications with these key preparedness staff.

Estimated cell phone costs are:
 Cell Phone \$36.79 per month x 12 months
 6 Phones @ 50% = \$1324
 1 Phone @ 60% = \$265
 1 Phone @ 100% = \$441
 Total = \$2,031

Tablet PCs Data Package: Data package for Internet support 12 devices at an average of \$24.65 per month. 50% is dedicated to PHEP activity. Service for already-acquired tablets to provide 24/7 and back up communications for key preparedness staff and to support deliverable activities including PODs, other exercises and drills, webinars and trainings, and EOC operations, provide remote access to county server, HCS access, expedient and 24/7 access to preparedness applications that support research and emergency planning and response to public health preparedness educational and community engagement activities. Staff include Director of Health, Deputy Director of Health, Fiscal Services Administrator, PHERP Coordinator, Director of Clinical Services, Volunteer Coordinator, Health Educator, Public Information Officer. Devices will be assigned to other support staff (e.g., Health Educators, nurses, sanitarians, program staff) for PODs, emergency response, preparedness education, meetings, and conferences.
 Estimated costs are 12 packages x 12 months x an average rate of \$24.65 per month x 50% = \$1775. An estimated 50% is dedicated to PHEP activity.

Air Cards: Recurring costs of air cards and/or MiFis for laptops to ensure remote and wireless access to Internet and HIN after hours and during PODs, Flu Clinics and other public health emergency activities (1 devices @ \$40.01; 5 @ 18.02 per month) at least 50% is dedicated to PHEP activity.

Estimated costs are:
 1 air card x 12 months x \$40.01 per month x 50%
 5 air cards x 12 months x \$18.02 per month x 50%
 Total \$787

Printing: In house and professional printing of signs, posters, and other PHEP educational materials for community distribution, handouts, and meeting materials at Clinics, PODs, local emergency planning meetings, HOOD (Herikimer-Oneida Organizations Active in Disaster) meetings and community engagement activities.

Adobe, Presentation and Flow Chart Software, Web ex or other forms of communication software for key staff involved in developing and/or processing communications forms, presentations, and Departmental flow chart call down lists.

Subcontracts/Consultants

Contractor:

Oneida County Health Department

Contract Period:

July 1, 2021 - June 30, 2022

SUBCONTRACTS / CONSULTANTS:		
<p><i>Provide a listing of all subcontracts, including consultant agreements. If the subcontractor / consultant has not been selected, please indicate "TBA" in Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Administrative / Indirect Costs for all contractual / consultant agreements are limited to 10% of total direct costs unless a federally approved rate agreement is provided. All subcontracts entered into must be executed as line item cost reimbursable unless All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must flow down to all subcontractor agreements.</i></p>		
Agency / Name	Description of Services Include number of hours and hourly rate for consultants. Include a detailed line-item budget for subcontractors.	Amount
Foster Martin	<p>Period of Performance: July 1, 2021 - June 30, 2022 Scope of Work: PHEP marketing and advertising costs for emergency preparedness education and awareness campaign for marketing activities including but not limited to radio, television, newspaper, billboard, bus advertising, web, PSAs, videos, printing, production, air-time, web services, etc. Method of Accountability: Contractor will document the particular PHERP-related activities to the Director of Health and upon approval will be compensated on a monthly basis. Detailed Budget and Justification: : Services vary based on advertising medium and frequency. OCHD has contractual agreement for fee for services. Each Subcontracts/Consultants Amount is based on the historic use for each.</p>	\$ 8,000
Mohawk Valley Resource Center for Refugees and/or MAMI Interprets, Language Link, and/or another qualified interpreting agency	<p>Period of Performance: July 1, 2021- June 30, 2022 Scope of Work: Consultant services to provide interpretation and translations services for our Limited English Population (LEP) in emergency preparedness education and response. Method of Accountability: Contractor will report to and collaborate with the OCHD PHERP Coordinator and to ensure deliverables are met. Detailed Budget and Justification: Interpretation and translation fees vary based on service. Each Subcontracts/Consultants Amount is based on the historic use for each.</p>	\$ 5,000
Devayani Namassivaya, MD Medical Consultant	<p>Period of Performance: July 1, 2021 - June 30, 2022 Scope of Work: Medical consultation regarding emergency response and preparedness planning and implementation. This includes assisting in the development and/or review of PHEP documents, developing materials for the medical community, participating in presentations to health care providers, attending internal and external preparedness meetings. Method of Accountability: Contractor will document the particular PHERP-related activities to the Director of Health and upon approval will be compensated on a monthly basis. Detailed Budget and Justification: Approx. 1 hr/month @ \$85 per hour Each Subcontracts/Consultants Amount is based on the historic use for each.</p>	\$ 1,000
	<p>Period of Performance:</p> <p>Scope of Work:</p> <p>Method of Accountability:</p> <p>Detailed Budget and Justification:</p>	
Total Subcontracts/Consultants Requested :		\$ 14,000

Restricted

Contractor: Oneida County Health Department
Contract Period: July 1, 2021 - June 30, 2022

FOR NYSDOH USE ONLY

<u>Purpose/Destination</u>	<u>Amount</u>
Please refer to the LHD funding table for the Emergency Placeholder Funding amount. This allows for increased funds to be awarded to the contract in the event of a public health emergency and additional funds become available.	\$ 1,000,000

Total Restricted: \$ 1,000,000

Justification

NYSDOH Note: Items in the Restricted budget category are not reimbursable. To remove items from the Restricted budget category, submit a budget modification request to NYSPHEP@health.ny.gov for approval. The budget modification request must include a break-out of expenses and a justification that shows how the expenses support the contract deliverables.

Exhibit C
Reporting, Vouchering and Other Requirements

The Reporting Frequency for this Contract shall be:

- Monthly Quarterly Semi Annually Annually
 Other (specify) _____

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted below:

Email: nysphep@health.ny.gov.

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. **Allowable Costs/Contract Amount –**
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Contractor's costs must be in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be reasonable, necessary, and cost-effective (as reasonably determined by HRI). In calculating costs, the accounting practices of Contractor must be based on generally accepted accounting principles and practices appropriate to the circumstances and consistent with other comparable activities of Contractor. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with this Section 2(c) are unallowable. Contractor shall supply documentation of such policies and procedures to HRI when requested.
 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. **Administrative, Financial and Audit Regulations –**
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.
5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.
6. **Representations and Warranties** – Contractor represents and warrants that:
- a) it has the full right and authority to enter into and perform under this Agreement;
 - b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
 - c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
 - d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. **Indemnity** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.
8. **Amendments/Budget Changes** –
- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
 - b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
 - c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.
9. **Insurance** –
- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
 - b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
 - c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or

familiar status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous -

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employer Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return

receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.
- m) Contractor agrees it is compliant with New York State's training requirements for preventing sexual harassment and provides such training on an annual basis, pursuant to Section 201-g of the Labor Law.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the

Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.

- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment "B" Program Specific Clauses

1. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
2. Guarantees and Damages: The work shall be commenced at the time stated in the Contract, and shall be completed no later than the time of completion specified in the Contract.
 - a. It is hereby understood and mutually agreed, by and between the Contractor and HRI, that the time for completion of the Work on the Deliverables, as specified in Exhibit A, is an essential condition of the Contract.
 - b. The Contractor agrees that the Work shall be carried out regularly, diligently, and uninterruptedly at such rate of progress to insure full completion within the time specified. It is expressly understood and agreed, by and between the Contractor and HRI that the time for completion of the Work described herein is a reasonable time.
 - c. The Contractor hereby guarantees HRI that Deliverable Work will be completed within the contract period. If the Contractor does not complete the Work within the contract period, or any proper extension thereof granted by HRI, the Contractor agrees to pay to HRI liquidated damages, according the following schedule:
 - 1st Offense- 1% of total contract
 - 2nd Offense- 5% of total contract
 - 3rd Offense- 10% of total contract
 - d. HRI reserves the right to waive liquidated damages.
 - e. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if HRI determines that the Contractor is without fault and that the delay in completion of the Work is due to:
 - i. any preference, priority or allocation order duly issued by the government of the United States or the State of New York; and
 - ii. an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by HRI, including, but not limited to, acts of God or of public enemy, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
 - iii. The Contractor shall, within ten (10) days from the beginning of any such delay, notify HRI, in writing, of the causes of the delay.
 - f. Payment of the guarantees will be assessed as an "offset" to the following year's contract award.
3. Maximum Reimbursable Amount: In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
4. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.



HEALTH RESEARCH
INCORPORATED

Date

On September 26, 2006, S. 2560, the Federal Funding Accountability and Transparency Act (FFATA) of 2006, was enacted. FFATA is intended to deter "wasteful and unnecessary" spending. Therefore, FFATA requires full disclosure to the public all entities or organizations **receiving federal funds**. HRI must track Federal funding to subrecipients in the amount of \$30,000 or more, by Congressional District.

Because your organization is a sub-recipient of Federal funds subcontracted to by Health Research, Inc., HRI is requesting certification from your organization of the below information:

Subcontract number: 1577-15	Subcontract Dates: 07/01/2021-06/30/2022
Subcontractor Name: Oneida County through the Health Department	Amount of Award: 1,128,541
CFDA #: 93.069	Funding Agency: CDC
Sponsor #: 5NU90TP9220090300	HRI Grant #: 15-0686-09
HRI PI: Mr. Michael Primeau	(For HRI Use Only) Executed Date:
Award Title: PHEP Base - OPH	

DUNS Number: _____

Subcontractor location including address: (zip code must include +4):

Subcontract primary performance location including address: (zip code must include +4):

Please provide a brief description of the project your organization is being contracted for:

Executive compensation data: Subcontractors are required to report the names and total compensation of the five most highly compensated officers if in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Check 'Yes' and complete below table if in the preceding fiscal year, your organization received 80%+ and \$25M+ in annual gross revenue from Federal awards and the public does not have access to Sr. Executive compensation otherwise check 'No'.

Yes No

	Name	Compensation
Officer 1		
Officer 2		
Officer 3		
Officer 4		
Officer 5		

I certify that the above information accurately represents the organization for which I am an authorized representative.

Signature

Name - please print

Title

Email

Phone #

Date

Please return completed form electronically to HRIFATA@healthresearch.org



HEALTH RESEARCH INCORPORATED

Contractor:

Oneida County through the Health Department
185 Genesee St.
Adirondack Bank Building
Utica, NY, 13501

HRI Account Number(s):
15-0686-09

Contract Date:
07/01/2021 - 06/30/2022

HRI Contract Number:
1577-15

Contractor Project Director _____

Payee's Reference #: _____

Report for Period: _____ to _____

Budget Items	Budget Amount	Cumulative Expenditures Prior Periods	Expenditures Current Period	Expenditures to Date	Balances
* Salary	\$61,307				
Fringe	\$32,088				
Supplies	\$9,323				
Travel	\$1,000				
* Equipment	\$0				
* Miscellaneous	\$10,823				
* Contractual	\$14,000				
* Admin/Indirect	\$0				
Deliverable	\$0				
Restricted	\$1,000,000				
Total Costs:	\$1,128,541				

Reimbursement Requested: \$

Expenditures under this contract may NOT exceed the maximum reimbursable amount of \$78,541.

* NOTE: Please attach REPORT OF EXPENDITURES to provide detail.

By signing this report, I hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Approvals:

Contractor

Signature: _____

HRI PI/Contract Manager: _____

Name: _____

(Please Print)

Program Administration: _____

Title: _____

HRI: _____

Email: _____

Phone #: _____

Date: _____



HEALTH RESEARCH INCORPORATED

To All HRI Subcontractors:

Attached are the Health Research, Inc. (HRI) voucher and report of expenditures forms. Your organization must use these forms for all vouchering under HRI subcontracts. **NOTE: If your organization inputs the HRI voucher forms into a computer program, please be sure copy matches the attached.** Contact HRI Subcontract Unit if you would like the voucher form in an excel file.

HRI would like to clarify items noted as being areas of misunderstanding in voucher preparation in an effort to expedite the vouchering and reimbursement process:

Cover (First) Page: The individual signing for the subcontractor organization, by signing the voucher is certifying to the following:

- 1) Expenditures represent the costs actually incurred by the subcontractor organization either directly in performance of or properly allocable to the subcontract.
- 2) That the subcontractor has on file documentation to support allocation of such costs to the agreement in accordance with applicable regulations and approved budget.
- 3) That costs claimed were incurred within the dates specified on the voucher.
- 4) That the claim is just, true, and correct.
- 5) That no part of the claim has been paid by HRI or any third party and that the balance is actually due and owing.
- 6) Overlapping voucher periods are **NOT** allowed except for the final voucher, which can be used to bill for expenses missed on previous vouchers for the entire subcontract period.

Report of Expenditures – Salary Expense – List the name and job title of all personnel and include pay period covered and number of pay periods. Make sure percentage of effort, annual salary, and requested budget amounts are listed for all staff. The percentage of effort should reflect the actual effort worked for the claim period. **Make sure the percent of effort claimed calculates correctly.**

Report of Expenditures - Equipment Expense –

- All equipment should be ordered and delivered within the period of the contract.
- All pieces of equipment purchased must be listed separately on the expense page.
- For every item of equipment purchased, a corresponding invoice must be submitted. A serial # (where applicable), check #, check date and amount of check is required for payment.
- If the invoice is dated outside of the contract period, a typed purchase order must be submitted showing the order date and delivery date. Please note, the purchase order # must be referenced on the invoice.
- Please denote whom the equipment is for, and assure that the proper % of allocation to the contract coincides with the % of effort for staff utilizing equipment. (Note: if a piece of equipment is 100% applicable to the program, please denote that on the expense page)

Report of Expenditures - Miscellaneous - HRI requires a breakdown for the following **Miscellaneous** expenses: (Please note that this is a list of most common Misc.-Other expenses. If there is something that does not appear on this list, or if unsure of what support may be needed, please contact HRI Subcontract Unit)

- **Space** - If the contractor is vouchering for Miscellaneous - Space, all rental location addresses **MUST** be listed on the voucher. A complete street address, with city, state and zip code is required.

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- **Stipends** - For all types of stipends, list type of stipend and cost per each, or actual receipts/invoices.
- **Nutritional / Patient Incentives** - # of incentives, cost per incentive and description of incentive, or actual receipts/invoices.
- **Food / Refreshment / Meeting Costs** (in excess of \$100) - This can be provided in two different ways. (1) # of persons attending meeting and cost per person; or (2) copies of receipts showing what was purchased. Receipts may not include bottle deposits or tax amounts.
- **Staff training / development** - how many staff and at what cost per staff person, date of training.
- **M&R expense (maintenance and repairs expense)** - provide breakdown of what was repaired and cost for each repair.
- **Speakers** - rate per hour and # of hours and date of engagement.
- **Honoraria** - cost per honorarium.
- **Recruitment costs** - breakdown of costs
- **Participant Costs** - # of participants/cost per person, date of activity, type of activity, or actual receipts/invoices.
- **Conference Costs / Luncheons** - # of participants / cost per person, date of event, or actual receipts/invoices.
- **Tax** is not allowable.
- **Bottle Deposits** are not reimbursable.

(Please keep in mind HRI reserves the right to request additional backup documentation for items that may be listed on any voucher submitted or to institute specific documentation requirements in the contract itself).

Report of Expenditures - Subcontract/Consultant – The name, hours worked and rate of pay must be included in the “Notes” section of this form. HRI will accept an invoice as support for the consultant expense.

Indirect Costs (IDC)/Administrative – If contractor has a federally approved IDC rate, it must be noted on the top right hand corner of the Report of Expenditures. The expense must work out to the percentage of the federally approved rate or lower. Federal regulation allow for 10% Modified Total Direct Cost (MTDC) de minimus (see definition) – Expense claimed based on this must exclude the below items if included on the voucher.

Definition MTDC: MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant costs and the portion of each subaward in excess of \$25,000.

In general, Subcontractors are reminded of the following:

Timing of Expenditures: Only those expenses incurred or properly obligated during the period of your HRI subcontract can be charged against your HRI subcontract. For example, if a pay period crosses the start or end date of your agreement, only charge for those days that fall within the subcontract dates. If purchasing goods and services, those goods and services must be ordered and delivered within the period of the agreement. Place a **firm order with the vendor** during the subcontract dates from which the expense for the goods and services will be paid (i.e. Must be a purchase commitment issued to the vendor. "Internal" purchase orders are not acceptable as it does not constitute a commitment to the vendor). In all cases, the expenditures for goods and services must benefit the work funded under the agreement in order to be allowable. If such benefit cannot be established, HRI will not

permit reimbursement of the expense, regardless of when it was incurred. Expenses for goods and services ordered after the termination date of the agreement will not be honored.

Considerations for Cost Reimbursable Subcontracts: Only those costs incurred to conduct the HRI subcontract activity may be charged to the HRI subcontract. If the approved budget includes costs that will be allocated (costs that benefit both the HRI subcontract activity and some other activity at the organization) these costs must be allocated in the proportion to which those costs support each of those activities. This allocation should be used consistently throughout the organization (if applicable). Additionally, *costs must be incurred before billed for. Charging for anticipated expenses or before actually disbursing funds for those expenses is not permitted and is contrary to the certification made on the face page of the voucher.*

Budget flexibility - May be a percentage per budget line or a percentage of the total budget amount depending on the contract agreement.

- If the contract states 25% line item budget flexibility, the contractor may voucher for up to 25% over each specific line as long as there is savings on another line to compensate for the overage.
- If the contract states 25% total budget flexibility, the contractor may voucher on a specific line for a total of up to 25% of the total budget as long as there is savings on another line to compensate for the overage.
- Under no circumstances can the contractor voucher for more than the total budget.
- Re-budget is required if contractor is billing against a budget line that was not in the original budget or over budget flexibility.

Re-budgeting: If a re-budget is necessary in order to meet the goals of the agreement, such re-budgets should be submitted before incurring expenses. *Any expenses incurred by the subcontractor before receipt of approved budget modification are at the subcontractor's own risk.*

Timely vouchering: Timely vouchering is extremely important. Vouchers should be submitted within 30 days of the end of the claim period. Voucher frequency, monthly or quarterly, is indicated on the agreement cover page. Final vouchers must be submitted within 60 days of the termination date of your contract (unless otherwise noted in your agreement) and should be marked as "FINAL VOUCHER".

Final Voucher: After the final voucher is received, reviewed and processed by the HRI Subcontract Unit it goes to the HRI Audit Unit where a review of all the vouchers paid against the contract is performed to ensure that all categories reimbursed have been properly claimed. At this time, the contractor may be asked for additional information with regards to any and all vouchers previously paid by HRI. If any adjustments are necessary, the final voucher will be reduced by that amount prior to being approved/paid.

Vouchers can be submitted electronically to your Contract Manager listed in Exhibit "C" of the contract.

If you have any questions regarding the attached forms, please contact your Contract Manager or the HRI Subcontract Unit at (518) 431-1200 or at subcon@healthresearch.org.

Sincerely,


Heather Elden
Contract Administrator


Katherine Hamel
Contract Administrator


Emily O'Brien
Contract Administrator

2023-192 Accounts:

G/L Account Inquiry - A 1410 1410.101-000 - Salaries, Full Time -

Summary

G/L Account Inquiry - A 1410 1410.830-000 - Medicare & Social Security -

Summary

G/L Account Inquiry - A 1410 1410.850-000 - Unemployment Insurance -

G/L Account Inquiry - A 1410 1410.860-000 - Health Insurance -

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G/L Account Inquiry - A 1340 1911.910-000 - Contingent Budget Items -



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

June 6, 2023

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

FN 20

23-211

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached is an Agreement between Oneida County, through its Health Department, and Witt O'Brien's, LLC for an After-Action Review and Improvement Plan in response to the COVID-19 Pandemic.

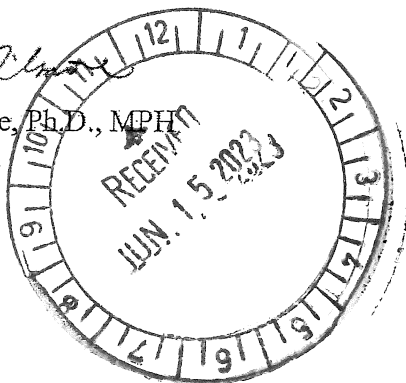
The term of this Agreement shall become effective upon execution and remain in effect for 1 year following execution. The amount of compensation for services will be \$134,946.00.

Please feel free to contact me at 315-798-5220 or by e-mail at dgilmore@ocgov.net should you require additional information.

If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH
Director of Health



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

Anthony J. Picente, Jr.
County Executive

Date 6-8-23

ADMINISTRATION:
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Witt O'Brien's, LLC
818 Town and Country Blvd, Suite 200
Houston, TX 77024

Title of Activity or Service:

After-Action Review and Improvement Plan

Proposed Dates of Operation:

Upon execution – One year after execution

Client Population/Number to be Served:

Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Provide an After-Action Review and Improvement Plan in response to the COVID-19 Pandemic.
- 2) **Program/Service Objectives and Outcomes:** NA
- 3) **Program Design and Staffing:** NA

Total Funding Requested: \$134,946.00 **Account #**

Oneida County Dept. Funding Recommendation: \$134,946.00

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

Cost Per Client Served: NA

Past Performance Data: NA

O.C. Department Staff Comments: NA

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) effective as of day of March, 2023 (“Effective Date”) is 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 800 Park Avenue, Utica, New York 13501, by and through its **Health Department** hereinafter collectively referred to as the “County”; and,

Witt O’Brien’s, LLC (“Consultant”), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA.

For purposes of this Agreement, County and Consultant may be referred to individually as the “Party” or collectively as the “Parties”.

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to County;

WHEREAS, County desires to utilize Consultant’s services as provided for herein; and,

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

1. Recitals. The above-referenced recitals are true and correct, and are incorporated herein.

2. Scope of Work. Consultant shall conduct an After Action Review and Improvement Plan for the County’s response to the SARS-CoV-2 (COVID-19) pandemic. Consultant will work with the County’s Health Department (OCHD) to perform an After Action Review (AAR) of the County’s response to the SARS-CoV-2 (COVID-19) pandemic as well as produce an Improvement Plan (IP) to close the gaps identified in the AAR process. The AAR and IP will include other County departments, as well as other partners’ response to the pandemic as they relate to the County. In addition a Needs and Capabilities Assessment (for Needs and Capabilities not identified as part of the AAR/IP) will be performed. Within the Needs and Capabilities assessment, summarize the actions taken, primary strengths, primary weaknesses, gaps in response, and areas for improvement. Topics should include (but not be limited to): Public Information (PIO use), Interagency Coordination, Public Health, Mass Fatality Management, Emergency Operations Center (EOC) Operations, Mass Feeding/Human Needs, and Personal Protective Equipment (PPE) Distribution. The Consultant shall complete the AAR, IP and Needs and Capabilities Assessment in a timely manner and ensure that any improvements recommended meet all local, New York State and federal regulations and guidelines. The Proposed Project Timeline is attached hereto as Appendix A.

TASK 1: PROJECT MANAGEMENT

Initial Project Planning Meeting

Within two weeks of contract execution, or as otherwise proposed by the County, Consultant will coordinate with the County to conduct an initial virtual project planning meeting (hereafter referred to as a “kick-off meeting”) with OCHD staff and other relevant personnel to develop the AAR structure, strengths/gap analysis questions, and timeline (hereinafter the “Project Work Plan”). During the initial project planning meeting the Consultant will work with the County to identify the relevant stakeholders in the fact-finding process. Consultant will engage with all stakeholders including but not limited to OCHD, Oneida County Emergency Services Department, local governments, other Oneida County departments, relevant community partners, emergency services/first responders and private entities.

Consultant will devise effective and unique strategies for interacting with the stakeholders through the development of an integrated stakeholder communications plan to reach the goal of full participation.

Consultant will conduct monthly project status report meetings with the County project manager(s) for the duration of the product. Consultant's project manager Jason Sirney will maintain direct communication and be accessible to the County's project team throughout the project. The purpose of the meetings is to ensure transparency of progress, keep the County informed about the project schedule, discuss potential risks and discuss possible mitigation and to provide routine reviews of findings, results and products. Consultant will also develop monthly progress reports throughout the contract period to be sent to the OCHD Project Manager to ensure effective project communication and coordination efforts. These reports will adhere to County content and formatting requirements and will reflect the professional services provided, along with other anticipated and completed tasks.

TASK 2: FACT-FINDING & STAKEHOLDER HOT WASH WORKSHOPS

Consultant will use the information gathered from the kick-off meeting and team research, and collaborate with the County's project management team to collect key data required to develop comprehensive hot wash workshops of the County's response to COVID-19. Data and fact-gathering will include documentation review (previously written evaluations and notes; key response documents, such as EOC and DOC action plans; situational summary reports; draft response planning documents; and other critical response documents).

Consultant will engage and collaborate with a variety of stakeholders – including but not limited to OCHD, Emergency Services Department, local governments, other county departments, relevant community partners, emergency services/first responders, and private entities – to reconstruct the community's response to COVID-19. Consultant will conduct these hot washes virtually.

TASK 3: NEEDS & CAPABILITIES ASSESSMENT/GAP ANALYSIS WORKSHOPS

Consultant will develop a comprehensive questionnaire to aid in identifying key strengths and any potential gaps that may exist in the County's response to COVID-19. Consultant will send the questionnaire to staff members employed in departments throughout county government. Consultant will conduct meetings to discuss and validate the responses to the questionnaire and will cover topics such as Public Information, Interagency Coordination, Public Health, Mass Fatality Management, Emergency Operations Center (EOC) Operations, Mass Feeding/Human Needs, Personal Protective Equipment (PPE) Distribution, and any other identified topics of interest.

Consultant will craft visually descriptive summaries of interviews, surveys, and/or discussions with those involved in the COVID-19 pandemic response at the local level and will include those who functioned in any capacity in the EOC during its activation. Interviews, surveys, and/or discussions will include employees who worked during the pandemic in COVID-19 testing, vaccine distribution, (PPE) procurement and distribution, and the distribution of food and other life-sustaining necessities. These interviews will include employees who had varying levels of responsibility ensuring feedback accurately depicts the efforts of all employees.

TASK 4: AFTER-ACTION REVIEW AND IMPROVEMENT PLAN

After reviewing what preparedness materials are relevant and available, Consultant will proceed to develop the AAR & IP. Immediately after the kick-off meeting, Consultant will discuss written documentation needs and follow that up with a written documentation request from all key response staff and stakeholders. Consultant will request information regarding the challenges, best practices, and lessons learned as the response unfolded in real-time. The identification and selection of the documentation requested will be coordinated with the Project Management Team (PMT). Consultant will use the numerous sources of chronological information to construct a detailed operational timeline in a visual format that provides clarity and meaning to those benefiting from the report.

Consultant will facilitate an online AAR Workshop for County staff – in addition to key personnel identified by OCHD – to brief status and initial discoveries captured during the AAR process.

AAR & IP Development

The AAR and IP will highlight what went right during the County's COVID-19 response; what could have been done better or should be changed for future incidents; and present a strategic, specific, actionable roadmap for needed improvements. Combined, the AAR and IP documents will provide a concise discussion of the findings identified during the document review, stakeholder workshops, the survey, as well as strategies and specific action items recommended for implementation to improve future response and recovery efforts.

Analysis and Document Development

The analysis will ensure the AAR and IP process is consistent with Homeland Security Exercise and Evaluation Program (HSEEP) principles. This will include AAR considerations, such as after-action meeting facilitation; capability focused, consequence-based recommendations' and using specific, measurable, achievable, relevant, and time-bound (SMART) corrective actions. This will ensure the analysis includes a review of the response actions taken, how National Incident Management Systems (NIMS) was applied throughout the event, modifications to incident management systems, identified modifications to plans and procedures, identified training needs, and recovery activities. In addition the emergency functions described and gathered through the document review and stakeholder workshops will be evaluated within the analysis process. Findings will be evaluated in correlation with the National Preparedness Goal's core capabilities in addition to the Public Health Preparedness capabilities.

After analyzing the data gathered from the workshops, follow-up interviews, document review, and online surveys, the Consultant will develop an annotated outline for review and approval by the County's PMT. This outline will form the framework for the draft AAR/IP document.

The County's draft will include appropriate graphics and photography to provide added context to observations, findings and recommendations. The Project team will collaborate closely with the PMT in document color schemes, organization, and layout options, as this will be a County document that will help guide responses in the future.

AAR and IP Presentation

Following the presentation of the final draft, the Consultant will incorporate any final comments and feedback into the AAR and IP. The Consultant will meet virtually with County staff to share findings and the draft AAR. The final deliverable will be subject to quality assurance reviews for technical completeness, formatting and copyediting. This process provides another level of quality control to better ensure an effective presentation, enhanced readability, and greater usability. The final version of the AAR and IP will be delivered in two electronic files (.docx and .pdf) and a paper copy.

Closeout Meeting

The Consultant will conclude the project by providing presentations to the County and selected staff. The presentations will provide an overview of the after-action review process, findings discovered, recommended corrective actions, and suggested improvement planning strategies. The final report and improvement plan will be summarized and questions by County leadership will be addressed.

Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth herein (hereafter "Deliverables"). Any additional Services shall be requested by issuing a Notice to Proceed via email to be mutually agreed in writing by the Parties (the "NTP") or task orders executed by both Parties (the "Task Order"), in the form substantially similar to the

template attached hereto as Appendix D. All NTPs and Task Orders are incorporated herein by reference.

3. Period of Performance. The initial period of this Agreement shall be for one (1) year from its effective date, unless earlier terminated in accordance with this Agreement. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months.

4. Fees. In consideration of Services performed hereunder, County shall pay Consultant in accordance with the Table below. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement.

Task 1	\$7,350
Task 2	\$67,463
Task 3	\$11,990
Task 4	\$48,143
Total	\$134,946

5. Consultant's Responsibilities. Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

6. County's Responsibilities. County shall make timely payments in accordance with the terms and conditions of this Agreement. County shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent County has access to information relating to the Services to be performed, County shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment (Hazardous Waste). Consultant shall be entitled to rely upon the Information provided by the County or the County's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

7. Commencement and Completion of the Services. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

8. Confidential Information. Confidential information ("Confidential Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. When concurrent written identification of Confidential Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Confidential Information shall not be

disclosed to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order. Each Party shall return all Confidential Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section 8.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables, when applicable shall be the property of the County. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the County. County shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from County's failure to make such disclosure and fully indemnify Consultant. Where applicable law requires immediate disclosure of the Deliverables by the Consultant, Consultant shall make its best efforts to give prior notice to County. At County's request and expense, Consultant will assist the County in making such disclosures as may be required by law.

Notwithstanding anything to the contrary, it is understood and acknowledged that in its normal course of business Consultant and/or its third parties may use materials, products, methodologies, and the like which may be confidential, trade secret, or proprietary to Consultant and/or its third parties, and all rights to such information, including intellectual property rights, shall be and remain the property of Consultant and/or its third party regardless of when such information is or was developed; and County shall have no nor shall it obtain any right thereto.

10. LIABILITY AND INDEMNIFICATION

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Oneida County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including reasonable attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused by (i) the culpable acts or omissions of the Contractor, its subcontractors or suppliers, or anyone directly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, its subcontractors or suppliers, or anyone directly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

11. Liability Insurance

Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add Oneida County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of Oneida County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of Oneida County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to Oneida County, as primary to, and not seek contribution from, any other insurance available to Oneida County by any other insurance contract naming Oneida County as the insured to the extent of liabilities assumed by Contractor or anyone acting on their behalf under this Agreement. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give Oneida County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to Oneida County's Law Department, 800 Park Avenue, 10th floor, Utica, NY 13501. Each insurance contract shall be approved and accepted by Oneida County.

Contractor shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in con, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of \$5 million, and be in effect

continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Professional Liability/Errors and Omissions Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this proposal and shall include, but not be limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care custody or control of the Contractor.

If applicable, the insurance contract shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall deliver to the Oneida County Law Department, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of Oneida County, Contractor shall deliver to Oneida County's Law Department a copy of any insurance contract required by this agreement.

Contractor's commercial general liability, commercial umbrella liability, business auto liability, professional/errors & omissions liability or workers compensation employers liability insurance shall include a waiver of subrogation in favor of Oneida County and Contractor's general liability and umbrella liability shall name Oneida County as additional insured on a primary and non-contributing basis, to the extent of the liabilities assumed by Contractor or anyone acting on their behalf under this agreement.

12. Acceptance. County shall have five (5) days from the date each deliverable is made to County to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by County, shall be deemed accepted.

13. Payment Terms. Invoices will be submitted to Dan S. DiMaggio, Fiscal Services Administrator, Oneida County Health Department, 185 Genesee Street, 5th Floor, Utica, NY 13501 every 30 days and

payment is due net 30 days after receipt of such invoice. Timely payment is a material part of the consideration for the performance of the Services. Invoices are considered accepted by County unless a written notice explaining rejection of specific charges is provided to Consultant within ten (10) days from date submitted. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

14. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

15. Health & Safety. County shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

16. Conflict of Interest. The County acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the County under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the County under this Agreement.

17. Force Majeure. Neither Party shall be responsible for any delay or failure in performance, previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

18. Notice. Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation, registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

To: Oneida County Health Department	Witt O'Brien's, LLC
Attention: Daniel W. Gilmore, Ph.D., MPH Address: Oneida County Health Department 185 Genesee Street Utica, NY 13501 Phone: 315-798-5022 Email: dgilmore@ocgov.net	Attention: Director of Contracts & Compliance 818 Town & Country Blvd., Suite 200 Houston, Texas 77024 USA Phone: +1 (281) 320-9796 Alternate Phone: +1 281-606-4721 contractrequests@wittobriens.com with a copy to cjoiner@wittobriens.com For Legal Notices, a copy shall be provided to: Witt O'Brien's, LLC Attention: Legal Counsel 2200 Eller Drive Fort Lauderdale, Florida 33316 USA Email: blong@ckor.com with a copy to cjoiner@wittobriens.com

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19. Changed Conditions. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either Party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

20. Changes to the Services. The County may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

21. Third Party Litigation. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) is commenced by a third party, involving the Services performed by Consultant, Consultant shall furnish, if compelled by law or upon the reasonable request of County, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

22. Consultant's Personnel. At any time during the Term, County may, in its sole and reasonable discretion, ask Consultant to replace particular employees, contractors, agents or other personnel performing Services on Consultant's behalf (collectively, "Personnel"). Upon receipt of such notification, Consultant shall immediately terminate such Personnel's performance of the Services and submit to County, for County's consent, which consent shall not be unreasonably withheld, the name and credentials of each individual whom Consultant suggests as a replacement for the individual so terminated. Upon receipt of notification from County of the acceptability of such proposed replacement, Consultant shall cause such replacement immediately to commence the performance of the Services, or the applicable portion thereof.

23. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the County. County shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold County harmless against all liability and loss resulting from i) claims made by the Consultant's employees that they are co-employed by County, ii) Consultant's failure to pay wages to its employees, and iii) Consultants' failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

24. Non-Solicitation of Employees. Neither Party shall solicit for employment or hire the employees of the other party with the knowledge that such employee was involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

25. Nonwaiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

26. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

27. Assignment/Subcontracts. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without County's consent, or to a parent, subsidiary, or affiliate.

28. Drafting party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

29. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the substantive laws of the State of New York, without reference to its rules relating to choice of law to the contrary. Any dispute arising out of this Agreement or the Consulting Services shall be brought in a state of New York County Oneida, Utica, NY and the U.S. District Court for the Northern District of New York and the Parties hereby waive any challenge to venue and personal jurisdiction.

30. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

31. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

32. No Agency. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

33. Use of Logo. County hereby authorizes Consultant to use its name, logo and/or trademark provided that Consultant receives written permission from the County.

34. Termination. This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, County shall pay all fees due and expenses incurred for Services rendered through the date of termination.

35. Federal Clauses. If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with FEMA Clauses set forth in Appendix C.

36. Entire Agreement. Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

//SIGNATURE PAGE FOLLOWS//

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed by their duly authorized signatories set forth below.

Oneida County Health Department	Witt O'Brien's, LLC
Signature:	Signature: <i>Cheryl Joiner</i>
Name:	Name: Cheryl Joiner
Title:	Title: Director Contracts & Compliance
Date:	Date: 6/5/2023

APPENDIX A

APPENDIX 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:

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- 1v. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- v111. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

- 1x. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 11. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 111. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 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:
 1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 11. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

APPENDIX C FEDERAL CLAUSES

The Parties shall comply with all federal laws and regulations whether specifically identified herein and/or are in effect as of the date of contract award that are applicable to the receipt of Federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. County may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.
 - a. Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
 - b. Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any Consultant, Subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor, consultant and subcontractor as provided in 29 CFR §5.12.
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
 - a. Clean Air Act
 - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
 - (ii) Consultant agrees to report each violation to County (as defined in the Agreement) and understands and agrees that County will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
 - (iii) Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act
 - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (ii) Consultant agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.
 - (iii) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."
5. Suspension and Debarment
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such,

Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by County. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. Compliance with Byrd Anti-Lobbying Amendment
- a. Consultant hereby certifies to the best of its knowledge that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 - c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

7. Procurement of Recovered Materials

- a. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Access to Records

The following access to records requirements apply to this Agreement:

- a. Consultant agrees to provide, County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Use of DHS Seal

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit consultant from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a subcontractor at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

14. “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

16. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights(as applicable)

The Consultant grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT(as applicable)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Government.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)

The Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by consultants or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the consultant and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. EQUAL EMPLOYMENT OPPORTUNITY (as applicable, Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal

opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement)

During the performance of this contract, the consultant agrees as follows:

(1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data)
 - (a) Applicability. This clause applies to the Consultant, its subcontractors, and Consultant employees (hereafter referred to collectively as "Consultant"). The Contractor shall insert the substance of this clause in all subcontracts.
 - (b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual’s identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to

determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Consultant shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**APPENDIX D
TASK ORDER TEMPLATE**

This Task Order No. __, Statement of Work for _____ for the _____ (“Task Order”) effective as of _____, between _____ (“County”) and Witt O’Brien’s, LLC (“Consultant”).

WHEREAS, this Task Order is in support of the _____ (“Agreement”), dated _____, and attached herein as an exhibit;

WHEREAS, the County selected the Consultant to provide Services, as defined in the proposal (“Proposal”) dated _____, and attached herein as an exhibit;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, County and Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable): _____
2. Parties mutually agree to add the following specific scope: _____
3. Parties mutually agree to add the following performance period: _____
4. Parties mutually agree to add the following not to exceed amount: _____
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

[Insert County]	Witt O’Brien’s, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Certificate Of Completion

Envelope Id: 0A7445E2EAE14245B4851CA18EC589FF

Status: Completed

Subject: Complete with DocuSign: 20230511__Oneida County Health Department NY_WOB_PSA Final_NS.pdf

Source Envelope:

Document Pages: 38

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Contract Requests

AutoNav: Enabled

818 Town & Country Blvd., Suite 200

Enveloped Stamping: Enabled

Houston, TX 77024

Time Zone: (UTC-06:00) Central Time (US & Canada)

contractrequests@wittobriens.com

IP Address: 108.71.189.2

Record Tracking

Status: Original

Holder: Contract Requests

Location: DocuSign

6/2/2023 1:46:16 PM

contractrequests@wittobriens.com

Signer Events

Signature

Timestamp

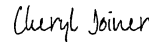
Cheryl Joiner

cjoiner@wittobriens.com

Director of Contracts & Compliance

Witt O'Brien's, LLC

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 73.183.237.38

Sent: 6/2/2023 2:00:05 PM

Resent: 6/5/2023 9:01:52 AM

Viewed: 6/5/2023 10:39:48 AM

Signed: 6/5/2023 10:39:54 AM

Electronic Record and Signature Disclosure:

Accepted: 10/29/2019 3:30:32 PM

ID: 530655eb-a07f-4120-a6d1-d14be258c3b3

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kelly Stouffer

kstouffer@wittobriens.com

Government Contracts Manager

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/5/2023 10:39:57 AM

Viewed: 6/5/2023 11:06:34 AM

Electronic Record and Signature Disclosure:

Accepted: 2/18/2020 8:33:14 AM

ID: 3a60da48-c57d-444f-a49d-cab982b30abf

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/2/2023 2:00:05 PM

Certified Delivered

Security Checked

6/5/2023 10:39:48 AM

Signing Complete

Security Checked

6/5/2023 10:39:54 AM

Completed

Security Checked

6/5/2023 10:39:57 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Witt O'Brien's (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Witt O'Brien's:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contractrequests@wittobriens.com

To advise Witt O'Brien's of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contractrequests@wittobriens.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Witt O'Brien's

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contractrequests@wittobriens.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Witt O'Brien's

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contractrequests@wittobriens.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Witt O'Brien's as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Witt O'Brien's during the course of your relationship with Witt O'Brien's.

AMBIPAR GROUP COMPLETES ACQUISITION OF WITT O'BRIEN'S

HOUSTON, TX, October 25, 2022. Ambipar Group, a global leading provider of integrated environmental and emergency management solutions, announced today the completion of its acquisition of Witt O'Brien's, LLC (Witt O'Brien's) by its Ambipar Response division.

Ambipar Response is a leading provider of environmental, emergency response services in all modes and industries. Its international client base includes the logistics, chemical, oil and gas, mining, and industrial sectors, among others. It serves clients through 217 locations in 16 countries.

Witt O'Brien's builds community and business resilience to man-made and natural disruptions. It provides strategic consulting and implementation solutions that ensure the continuity and stability with the quality of its clients' critical operations. Its large and growing customer base includes US federal, state, and local governments, as well as corporate clients worldwide.

"This acquisition is transformational for Ambipar Response," said Guilherme Borlenghi, Ambipar Response's CEO. "The addition of Witt O'Brien's to our portfolio strengthens our leading position with over 11,000 clients across six continents. As governments and businesses struggle to manage a growing range of increasingly expensive disruptions, we are well positioned to expand in this growing global market."

"We are thrilled" added Tim Whipple, Witt O'Brien's CEO. "Like Witt O'Brien's, Ambipar is a mission-driven organization, helping companies and communities become more resilient and sustainable. Our cultures, client solutions, and business models are highly complementary. Through this combination, we will be able to broaden the support we can offer for our clients' mission-critical operations."

Immediately following this acquisition, Witt O'Brien's will continue to operate with no changes to its client service teams or contractual arrangements, thus ensuring a smooth transition for its customers as well as the execution of a planned integration process.

WITT O'BRIEN'S

About Ambipar Group

Ambipar Group delivers integrated environmental and emergency management services through two divisions: Environment and Response. Since 2020 it has been a public company listed on the Brazilian stock exchange (under the ticker B3: AMBP3).

About Witt O'Brien's

Witt O'Brien's builds community and business resilience to man-made and natural disruptions. We design and implement solutions that ensure the continuity, stability, and resilience of mission-critical government and corporate missions. We help protect our clients by preparing for all types of disruption. If disaster strikes, we deploy in a matter of hours to help them respond and recover as quickly as possible.

Media Contact

Sean Fitzgerald, Witt O'Brien's
SFitzgerald@wittobriens.com
+1 281 320 9796

ONEIDA COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSALS

FOR

**ONEIDA COUNTY HEALTH DEPARTMENT COVID-19 AFTER ACTION REPORT AND
IMPROVEMENT PLAN**

RFP NUMBER 2022-316

ONEIDA COUNTY HEALTH DEPARTMENT

185 GENESEE STREET, 5TH FLOOR

UTICA, NEW YORK 13501

DANIEL W. GILMORE, DIRECTOR

DATE: _____

Daniel W. Gilmore, Director
Oneida County Health Department

It is understood and agreed by the Offeror that:

1. 1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. 2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Vendor") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.
3. 3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.
4. 4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. 5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. 6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.
7. 7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. 8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.
9. 9. The County reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Date

Signature

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

1. INTRODUCTION AND INSTRUCTIONS

- 1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Oneida County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Oneida County Purchasing rules require selection of services through a Request for Proposal process.
- 1.2. Schedule of Events. The schedule of events set out herein represents the County of Oneida's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	5/25/22	Proposal Submission Deadline:	7/25 /22
Pre-Proposal Meeting:	N/A	Expected Award Date:	8/25/22 Expected
Final Date for Submission of Questions:	6/24/22	Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	7/08/22		

1.3. Submission of Proposals

- 1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy - in the form of a compact disk or flash drive), shall be submitted to Daniel W. Gilmore, Oneida County Health Department, Adirondack Bank Building, 185 Genesee Street, 5th Floor, Utica, New York 13501, no later than 4:00 p.m., July 25, 2022. Note: Packages not containing the required number of copies will be rejected.
- 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
- 1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
- 1.3.5. Responses to this RFP may require that potential Vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the Vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the Vendor.
- 1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of the Oneida County Health Department (Health Department) may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the

opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Health Department may be withdrawn by the Vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Oneida County Purchasing Director.

1.5. Award and Contract Information

- 1.5.1. The County encourages its Vendors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be considered in evaluating responses to this RFP.
- 1.5.2. The Vendor agrees that should its firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.
- 1.5.4. The County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.
- 1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County.
- 1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

REQUEST FOR PROPOSAL

TITLE: Health Department COVID-19 After Action Report and Improvement Plan
NUMBER: RFP#2022-316

CLOSING DATE AND TIME: July 25, 2022, 4:00 P.M.

DELIVER TO: Oneida County Health Department, address above

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. ___ is hereby acknowledged. (Where none received, place the figure

(0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____

Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Health Department COVID-19 After Action Report and Improvement Plan

NUMBER: RFP#2022-316

PROPOSAL SUBMITTAL

- 1.6. Original Proposal • The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked Oneida County Health Department COVID-19 After Action Report and Improvement Plan, RFP#2022-316 . Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 1.7. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.
 - 1.7.1. Cover Page:
 - 1.7.1.1. Full proposal name and number.
 - 1.7.1.2. Submission date and time.
 - 1.7.1.3. Prime Vendor name (Oneida County/Vendor who is responsible).
 - 1.7.2. Table of Contents:
 - 1.7.2.1. All items listed in Proposal Format in the sequence listed.
 - 1.7.3. Executive Summary:
 - 1.7.3.1. Summarize understanding of the scope of the RFP (project).
 - 1.7.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
 - 1.7.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
 - 1.7.3.4. State exceptions and omissions to stated requirements.
 - 1.7.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
 - 1.7.3.6. Summarize all resources, assumed or expected, to be provided by the County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.
 - 1.7.4. Compliance Statement:
 - 1.7.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.
 - 1.7.5. Project Coordination and Scheduling
 - 1.7.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

1.7.6. Vendor Responsibilities

1.7.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

1.7.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

2. QUESTIONS

2.1. During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized in Section 3 of the RFP. All proposals will remain sealed until after the submission deadline.

2.2. All questions regarding the RFP must be submitted in writing to:

**Daniel W. Gilmore, Director Oneida County Health Department
Adirondack Bank Building, 5th Floor
185 Genesee Street
Utica, NY 13501**

2.3. Questions may also be directed by email to dgilmore@ocgov.net. All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

3. REIMBURSEMENT/GIFTS

3.1. Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

3.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

4. GENERAL PROVISIONS

4.1. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Vendor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

4.2. Insurance

4.2.1. Liability Insurance

Vendor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

4.2.2. Vendor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Vendor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add the County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of the County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to the County, as primary to, and not seek contribution from, any other insurance available to the County by any other insurance contract naming the County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give the County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to the Oneida County's Law Department, 800 Park Avenue, 10th Floor, Utica, NY 13501. Each insurance contract shall be approved and accepted by the County.

4.2.3. Vendor shall obtain these insurance contracts:

4.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

- 4.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 4.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability/errors and omissions insurance contract required by this agreement, in a minimum amount of \$5 million, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 4.2.3.4. Professional Liability/Errors and Omissions Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this proposal and shall include, but not be limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care custody or control of the Vendor.

If applicable, the professional liability/errors and omissions insurance contract shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

4.2.3.5. Vendor shall deliver to the Oneida County Law Department, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Vendor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Vendor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of the County, Vendor shall deliver to Oneida County's Law Department a copy of any insurance contract required by this agreement.

4.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

4.2.4.1. This agreement shall be void and of no effect unless Vendor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2. Vendor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Vendor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Vendor's delivering to Oneida County's Law Department that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

4.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Vendor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by

Board, showing that Vendor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.5. **Waiver of Subrogation:** Vendor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

- 4.3. **Assignment** Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Vendor's right, title, or interest in this agreement, or Vendor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.
- 4.4. **Independent Contractor** Vendor is an independent contractor. Neither Vendor, nor Vendor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.
- 4.5. **Conflict of Interest** At the time Vendor submits a response, or if no response is submitted, prior to performing any services under this agreement, Vendor shall affirm to County's Law Department, that Vendor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County and shall further affirm that in rendering services to the County no persons having any such interest shall be employed by Vendor. Vendor assumes full responsibility for knowing whether Vendor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, Vendor shall disclose immediately to the County every known or apparent conflict of interest and every ostensible or potential conflict of interest of Vendor, Vendor's officers, Vendor's employees, Vendor's agents, and Vendor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Vendor's failure to comply with these provisions affords the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Vendor shall suspend all work and services, and the County's payments to Vendor shall be suspended pending final approval by the County or the County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Vendor, and Vendor shall disclose the same. Vendor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Vendor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County for work on the project to which this agreement pertains. If applicable, Vendor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Vendor's officers, Vendor's employees, Vendor's agents, or Vendor's servants shall be deemed a conflict of interest of Vendor, giving rise to the duty to disclose.

Vendor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing

or as may be required by law.

- 4.6. Account Representative Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.
- 4.7. Responsiveness Vendor is expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.
- 4.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the Vendor for 180 days from the last date to submit the proposal.
- 4.9. Advertising Award The Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.
- 4.10. Beginning Work The Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.
- 4.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that the County will provide space, people, materials and other resources, etc.
- 4.12. Contract The contract between the County and the Vendor shall include:
 - 5.12.1 The Standard Oneida County Contract Clauses, a copy of which is available upon request.
- 5.13. Extensions and Amendment Contract will be for one (1) year. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 5.14. Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months.
- 5.15. Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
- 5.16. Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by Vendor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
- 5.17. Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a potential Vendor to

declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.

- 5.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
- 5.19 Funding The County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.
- 5.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Vendor consents to such jurisdiction. The County does not agree to arbitration.
- 5.21 Preparation of Proposal
- 5.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.
- 5.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 5.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

5. SCOPE OF SERVICE

6.1 Introduction

- 6.1.1. The County is requesting proposals from qualified consultants or firms to conduct an After Action Review and Improvement Plan for the County's response to the SARS-CoV-2 (COVID-19) Pandemic.
- 6.1.2. The successful consultant or firm will work with the Oneida County Health Department to perform an After Action Review (AAR) of the County's response to the SARS- CoV-2 (COVID-19) Pandemic, as well as provide an Improvement Plan (IP) to close the gaps identified in the AAR Process. The AAR and IP will also include other Oneida County Departments, as well as other partners' response to the pandemic as they relate to the County. Additionally, a Needs and Capabilities Assessment (for Needs and Capabilities not identified as part of the AAR/IP) will also be performed. The Oneida County Health Department will provide overall direction and oversight during this process.
- 6.1.3. The successful consultant or firm must have extensive experience developing emergency operations plans in compliance with the National Incident Management System (NIMS), FEMA's Comprehensive Preparedness Guide (CPG) 101 Version 2.0, FEMA's Comprehensive Planning Guide 201 3rd Edition, FEMA's Continuity of Operations guide, Presidential Policy Directive 8. Experience conducting exercises in compliance with the Homeland Security Exercise Evaluation Program (HSEEP) is preferred, but not required.
- 6.1.4 The successful consultant or firm will be required to ensure that the AAR, Improvement Plan, and Needs and Capabilities Assessment are completed fully in a timely manner, and any improvements recommended meet all local, state, and federal regulations and guidelines. The consultant or firm should demonstrate its ability to meet established timelines, and the firm's capacity to respond in a timely manner to onsite planning services (e.g. meetings or other field work as requested).

6.2 General Project Requirements Describe how you (as a consultant or firm) will meet the following minimum project requirements:

- 6.2.1. Provide After Action Review services for the County in regards to the response COVID-19 pandemic.
- 6.2.2. Conduct a Needs & Capabilities assessment and generate a comprehensive report with the findings. Within the Needs and Capabilities assessment, summarize the actions taken, primary strengths, primary weaknesses, gaps in response, and areas for improvement. Topics should include (but not be limited to): Public Information (PIO use), Interagency Coordination, Public Health, Mass Fatality Management, Emergency Operations Center (EOC) Operations, Mass Feeding/Human Needs, and Personal Protective Equipment (PPE) Distribution.
- 6.2.3. Prepare summaries of interviews, surveys and/or discussions with those involved in the COVID-19 pandemic response at the local level, including (but not limited to) those who functioned in any capacity in the Emergency Operations Center during its activation. Additionally, interviews, surveys, and/or discussions should involve employees who conducted work during the pandemic regarding COVID testing, Vaccine Distribution, Personal Protective Equipment Procurement Distribution, and Food and Commodity Distribution
- 6.2.4. Develop a Project Timeline that identifies milestones and key deliverables. The proposal should also indicate the goals, objectives and milestones to be completed each reporting period as described in the Scope of this RFP.
- 6.2.5. Engage and collaborate with a wide array of stakeholders - e.g. the Health Department and Emergency Services Department, local government, County Departments, community partners, emergency services/first responders, and private agencies - to gain a better understanding of the COVID-19 response from all aspects. In consultation with the Health Department and the Department of Emergency Services, the selected Vendor will:
 - 6.2.5.1. Organize and lead stakeholder meetings including development of the agenda and maintaining meeting minutes
 - 6.2.5.2. Organize and lead meetings to Survey employees who had different levels of responsibility to ensure feedback is reflective of the efforts of all employees
 - 6.2.5.3. Clarify outstanding issues raised at meetings and follow up as needed
- 6.2.6. Maintain records of persons/organizations invited and attending various meetings. Successful proposals should define a plan for how the Vendor will personally engage all stakeholders as part of the process
- 6.2.7. Conduct research, data collection and analysis, focus groups and surveys to collect information in order to develop the AAR - in collaboration with the Health Department and Department of Emergency Services.
- 6.2.8. Prepare progress reports reflecting the professional services provided and other anticipated and completed tasks on a regular basis as agreed upon with the Health Department, updating the project schedule as required.
 - 6.2.8.1. These progress reports should also include large Project Milestones, as well as an expected payment schedule.
- 6.2.9. Perform aforementioned services to the highest standards in the professional, planning, and emergency management industries.
- 6.2.10. Any deliverables shall be provided in unlocked user-friendly formats, such as MS Word, both in paper and digital formats.

6.3. References Please provide the names of current and past accounts of similar size and configuration.

Include:

- 6.3.1. A current and long-term customer
- 6.3.2. A customer where a similar project was completed

6.4. Submission Requirements Responses to this request must include the following:

- 6.4.1. Statement of general and technical approach to the work outlined in the scope of this Request for Proposals, including a description of the recommended process and quotes for completing the items identified in the Scope of Service.
- 6.4.2. Detailed Project Proposal:
 - 6.4.2.1. Complete proposal including the estimate of the project budget broken down by each specific work program item identified in the Scope of Service
- 6.4.3. Statement of Qualifications:
 - 6.4.3.1. Provide a narrative description of the qualifications of the consulting firm, or consulting team, for the proposed project
- 6.4.4. Statement of Availability:
 - 6.4.4.1. Provide a brief statement of the availability of key personnel to undertake the proposed project, within the identified timeframe, starting on or about August 1, 2022, and finishing within approximately 6 months of the start date.
- 6.4.5. List of Relevant Projects:
 - 6.4.5.1. Provide a list of no fewer than three and up to five projects equal in size or nature to the proposed project that have been successfully completed within the last 7 years by the consulting firm, consulting team, or key personnel
- 6.4.6. References:
 - 6.4.6.1. Provide names, telephone numbers, and emails of persons to be called for references regarding past performance of the consulting firm, consulting team, or key personnel on similar projects
- 6.4.7. Expertise and Proficiency:
 - 6.4.7.1. The successful consultant or firm must demonstrate through their proposal submission, proficiency in the following areas. Provide how the consultant or firm will demonstrate proficiency in these areas:
 - 6.4.7.1.1. Extensive experience performing After Action Review services (Samples of work may be included in proposal submission, or requested by the County).
 - 6.4.7.1.2. Extensive experience performing Improvement Plan services (Samples of work may be included in proposal submission, or requested by the County).
 - 6.4.7.1.3. Extensive experience performing Needs and Capabilities Assessments (Samples of work may be included in proposal submission, or requested by the County)
 - 6.4.7.1.4. Ability to establish and maintain effective working relationships with departmental representatives, officials and other stakeholders.
 - 6.4.7.1.5. Knowledge and skills in facilitating AAR developmental meetings with departmental representatives and stakeholders
 - 6.4.7.1.6. Knowledge of NIMS compliance requirements, the Incident Command System (ICS), and principles, practices and techniques of emergency management.
 - 6.4.7.1.7. Knowledge and abilities in performing AAR Services.
 - 6.4.7.1.8. Knowledge of Homeland Security Exercise Evaluation Program (HSEEP) Guidelines.
 - 6.4.7.1.9. Ability to achieve established goals and objectives, and meet deadlines
 - 6.4.7.1.10. Possess: Initiative, drive, dependability, sound professional judgment, integrity, and resourcefulness

6.5. Personnel

- 6.5.1. Key Personnel: For key personnel to be involved in the project, please provide names, titles, period of service with the firm, and a resume or description of experience. Please limit responses to no more than two pages per person. Key personnel may not be substituted without consent of the

Oneida County Health Department.

6.5.2. Explain how you recruit and retain high quality, excellent employees.

6.5.3. Describe your new hire training and orientation programs.

6.6. Costing Proposal

6.6.1. Please include lump sum pricing per section of the AAR

6.6.2. Please include costs associated with any additional services you will provide to the County.

6.6.3. Price proposal will be fixed cost

6. EVALUATION METHODOLOGY

6.1. The County reserves the right to award this contract in part or as a whole to qualified Vendor or Vendors. Award will be selected based on evaluation of which Vendor is most responsive and responsible, and not solely on the basis of prices.

6.2. Criteria to be evaluated by the County and will include the following:

Compliance with the RFP format requirements

Experience

Future Contract Costs and Risks Company Statistics

Responsiveness to the items in Section 7, Scope of Work References

Price

Oral Presentations Credibility of Vendor

Minority and Women's Business Enterprises Compliance

Sustainability Solutions and Practices

Request for Proposal

Sealed Proposals, subject to the conditions contained herein, will be received by ONEIDA COUNTY PUBLIC HEALTH, until **4:00 PM on Monday July 25, 2022**,

COVID-19 After Action Report and Improvement Plan RFP 2022-316

Copies of the Request for Proposal Documents may be received from the Oneida County Public Health, by contacting Daniel Gilmore, Director of Public Health at 315-798-5064, or you may request a copy by mail by writing to the Oneida County Public Health Adirondack Bank Building, 5th Floor, 185 Genesee Street Utica, NY 13501, Attn: Daniel Gilmore. They may also be downloaded from the Oneida County website at <http://www.ocgov.net> (Public Notice Section.)

Copies of the described RFP may be examined at no expense at the Oneida County Public Health.

The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Public Health.

Oneida County reserves the right to reject any or all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

Dated: May 26, 2022

Alfred A. Barbato
Director of Purchasing

ONEIDA COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSALS

FOR

**ONEIDA COUNTY HEALTH DEPARTMENT COVID-19 AFTER ACTION REPORT AND
IMPROVEMENT PLAN**

RFP NUMBER 2022-316

ONEIDA COUNTY HEALTH DEPARTMENT

185 GENESEE STREET, 5TH FLOOR

UTICA, NEW YORK 13501

DANIEL W. GILMORE, DIRECTOR

DATE: _____

Daniel W. Gilmore, Director
Oneida County Health Department

It is understood and agreed by the Offeror that:

1. 1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. 2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Vendor") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.
3. 3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.
4. 4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. 5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. 6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.
7. 7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. 8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.
9. 9. The County reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

1. INTRODUCTION AND INSTRUCTIONS

- 1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Oneida County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Oneida County Purchasing rules require selection of services through a Request for Proposal process.
- 1.2. Schedule of Events. The schedule of events set out herein represents the County of Oneida's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	5/25/22	Proposal Submission Deadline:	7/25 /22
Pre-Proposal Meeting:	NIA	Expected Award Date:	8/25/22 Expected
Final Date for Submission of Questions:	6/24/22	Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	7/08/22		

1.3. Submission of Proposals

- 1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy - in the form of a compact disk or flash drive), shall be submitted to Daniel W. Gilmore, Oneida County Health Department, Adirondack Bank Building, 185 Genesee Street, 5th Floor, Utica, New York 13501, no later than 4:00 p.m., July 25, 2022. Note: Packages not containing the required number of copies will be rejected.
- 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
- 1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
- 1.3.5. Responses to this RFP may require that potential Vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the Vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the Vendor.

- 1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of the Oneida County Health Department (Health Department) may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the

opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Health Department may be withdrawn by the Vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Oneida County Purchasing Director.

1.5. Award and Contract Information

- 1.5.1. The County encourages its Vendors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be considered in evaluating responses to this RFP.
- 1.5.2. The Vendor agrees that should its firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.
- 1.5.4. The County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.
- 1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County.
- 1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

REQUEST FOR PROPOSAL

TITLE: Health Department COVID-19 After Action Report and Improvement Plan
NUMBER: RFP#2022-316

CLOSING DATE AND TIME: July 25, 2022, 4:00 P.M.

DELIVER TO: Oneida County Health Department, address above

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. ___ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____

Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Health Department COVID-19 After Action Report and Improvement Plan

NUMBER: RFP#2022-316

PROPOSAL SUBMITTAL

- 1.6. Original Proposal • The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked Oneida County Health Department COVID-19 After Action Report and Improvement Plan, RFP#2022-316 . Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 1.7. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.
 - 1.7.1. Cover Page:
 - 1.7.1.1. Full proposal name and number.
 - 1.7.1.2. Submission date and time.
 - 1.7.1.3. Prime Vendor name (Oneida County/Vendor who is responsible).
 - 1.7.2. Table of Contents:
 - 1.7.2.1. All items listed in Proposal Format in the sequence listed.
 - 1.7.3. Executive Summary:
 - 1.7.3.1. Summarize understanding of the scope of the RFP (project).
 - 1.7.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
 - 1.7.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
 - 1.7.3.4. State exceptions and omissions to stated requirements.
 - 1.7.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
 - 1.7.3.6. Summarize all resources, assumed or expected, to be provided by the County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.
 - 1.7.4. Compliance Statement:
 - 1.7.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.
 - 1.7.5. Project Coordination and Scheduling
 - 1.7.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

1.7.6. Vendor Responsibilities

1.7.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

1.7.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

2. QUESTIONS

2.1. During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized in Section 3 of the RFP. All proposals will remain sealed until after the submission deadline.

2.2. All questions regarding the RFP must be submitted in writing to:

**Daniel W. Gilmore, Director Oneida County Health Department
Adirondack Bank Building, 5th Floor
185 Genesee Street
Utica, NY 13501**

2.3. Questions may also be directed by email to dgilmore@ocgov.net. All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

3. REIMBURSEMENT/GIFTS

3.1. Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

3.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

4. GENERAL PROVISIONS

4.1. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Vendor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

4.2. Insurance

4.2.1. Liability Insurance

Vendor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

4.2.2. Vendor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Vendor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add the County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of the County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to the County, as primary to, and not seek contribution from, any other insurance available to the County by any other insurance contract naming the County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give the County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to the Oneida County's Law Department, 800 Park Avenue, 10th Floor, Utica, NY 13501. Each insurance contract shall be approved and accepted by the County.

4.2.3. Vendor shall obtain these insurance contracts:

4.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

- 4.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 4.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability/errors and omissions insurance contract required by this agreement, in a minimum amount of \$5 million, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 4.2.3.4. Professional Liability/Errors and Omissions Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this proposal and shall include, but not be limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care custody or control of the Vendor.

If applicable, the professional liability/errors and omissions insurance contract shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

4.2.3.5. Vendor shall deliver to the Oneida County Law Department, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Vendor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Vendor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of the County, Vendor shall deliver to Oneida County's Law Department a copy of any insurance contract required by this agreement.

4.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

4.2.4.1. This agreement shall be void and of no effect unless Vendor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2. Vendor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Vendor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Vendor's delivering to Oneida County's Law Department that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

4.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Vendor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by

Board, showing that Vendor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.5. **Waiver of Subrogation:** Vendor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

- 4.3. **Assignment** Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Vendor's right, title, or interest in this agreement, or Vendor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.
- 4.4. **Independent Contractor** Vendor is an independent contractor. Neither Vendor, nor Vendor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.
- 4.5. **Conflict of Interest** At the time Vendor submits a response, or if no response is submitted, prior to performing any services under this agreement, Vendor shall affirm to County's Law Department, that Vendor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County and shall further affirm that in rendering services to the County no persons having any such interest shall be employed by Vendor. Vendor assumes full responsibility for knowing whether Vendor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, Vendor shall disclose immediately to the County every known or apparent conflict of interest and every ostensible or potential conflict of interest of Vendor, Vendor's officers, Vendor's employees, Vendor's agents, and Vendor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Vendor's failure to comply with these provisions affords the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Vendor shall suspend all work and services, and the County's payments to Vendor shall be suspended pending final approval by the County or the County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Vendor, and Vendor shall disclose the same. Vendor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Vendor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County for work on the project to which this agreement pertains. If applicable, Vendor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Vendor's officers, Vendor's employees, Vendor's agents, or Vendor's servants shall be deemed a conflict of interest of Vendor, giving rise to the duty to disclose.

Vendor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing

or as may be required by law.

- 4.6. Account Representative Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.
- 4.7. Responsiveness Vendor is expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.
- 4.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the Vendor for 180 days from the last date to submit the proposal.
- 4.9. Advertising Award The Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.
- 4.10. Beginning Work The Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.
- 4.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that the County will provide space, people, materials and other resources, etc.
- 4.12. Contract The contract between the County and the Vendor shall include:
 - 5.12.1 The Standard Oneida County Contract Clauses, a copy of which is available upon request.
- 5.13. Extensions and Amendment Contract will be for one (1) year. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 5.14. Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months.
- 5.15. Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
- 5.16. Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by Vendor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
- 5.17. Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a potential Vendor to

declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.

- 5.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
- 5.19 Funding The County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.
- 5.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Vendor consents to such jurisdiction. The County does not agree to arbitration.
- 5.21 Preparation of Proposal
- 5.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.
- 5.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 5.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

5. SCOPE OF SERVICE

6.1 Introduction

- 6.1.1. The County is requesting proposals from qualified consultants or firms to conduct an After Action Review and Improvement Plan for the County's response to the SARS-CoV-2 (COVID-19) Pandemic.
- 6.1.2. The successful consultant or firm will work with the Oneida County Health Department to perform an After Action Review (AAR) of the County's response to the SARS-CoV-2 (COVID-19) Pandemic, as well as provide an Improvement Plan (IP) to close the gaps identified in the AAR Process. The AAR and IP will also include other Oneida County Departments, as well as other partners' response to the pandemic as they relate to the County. Additionally, a Needs and Capabilities Assessment (for Needs and Capabilities not identified as part of the AAR/IP) will also be performed. The Oneida County Health Department will provide overall direction and oversight during this process.
- 6.1.3. The successful consultant or firm must have extensive experience developing emergency operations plans in compliance with the National Incident Management System (NIMS), FEMA's Comprehensive Preparedness Guide (CPG) 101 Version 2.0, FEMA's Comprehensive Planning Guide 201 3rd Edition, FEMA's Continuity of Operations guide, Presidential Policy Directive 8. Experience conducting exercises in compliance with the Homeland Security Exercise Evaluation Program (HSEEP) is preferred, but not required.
- 6.1.4 The successful consultant or firm will be required to ensure that the AAR, Improvement Plan, and Needs and Capabilities Assessment are completed fully in a timely manner, and any improvements recommended meet all local, state, and federal regulations and guidelines. The consultant or firm should demonstrate its ability to meet established timelines, and the firm's capacity to respond in a timely manner to onsite planning services (e.g. meetings or other field work as requested).

6.2 General Project Requirements Describe how you (as a consultant or firm) will meet the following minimum project requirements:

- 6.2.1. Provide After Action Review services for the County in regards to the response COVID-19 pandemic.
- 6.2.2. Conduct a Needs & Capabilities assessment and generate a comprehensive report with the findings. Within the Needs and Capabilities assessment, summarize the actions taken, primary strengths, primary weaknesses, gaps in response, and areas for improvement. Topics should include (but not be limited to): Public Information (PIO use), Interagency Coordination, Public Health, Mass Fatality Management, Emergency Operations Center (EOC) Operations, Mass Feeding/Human Needs, and Personal Protective Equipment (PPE) Distribution.
- 6.2.3. Prepare summaries of interviews, surveys and/or discussions with those involved in the COVID-19 pandemic response at the local level, including (but not limited to) those who functioned in any capacity in the Emergency Operations Center during its activation. Additionally, interviews, surveys, and/or discussions should involve employees who conducted work during the pandemic regarding COVID testing, Vaccine Distribution, Personal Protective Equipment Procurement Distribution, and Food and Commodity Distribution
- 6.2.4. Develop a Project Timeline that identifies milestones and key deliverables. The proposal should also indicate the goals, objectives and milestones to be completed each reporting period as described in the Scope of this RFP.
- 6.2.5. Engage and collaborate with a wide array of stakeholders - e.g. the Health Department and Emergency Services Department, local government, County Departments, community partners, emergency services/first responders, and private agencies - to gain a better understanding of the COVID-19 response from all aspects. In consultation with the Health Department and the Department of Emergency Services, the selected Vendor will:
 - 6.2.5.1. Organize and lead stakeholder meetings including development of the agenda and maintaining meeting minutes
 - 6.2.5.2. Organize and lead meetings to Survey employees who had different levels of responsibility to ensure feedback is reflective of the efforts of all employees
 - 6.2.5.3. Clarify outstanding issues raised at meetings and follow up as needed
- 6.2.6. Maintain records of persons/organizations invited and attending various meetings. Successful proposals should define a plan for how the Vendor will personally engage all stakeholders as part of the process
- 6.2.7. Conduct research, data collection and analysis, focus groups and surveys to collect information in order to develop the AAR - in collaboration with the Health Department and Department of Emergency Services.
- 6.2.8. Prepare progress reports reflecting the professional services provided and other anticipated and completed tasks on a regular basis as agreed upon with the Health Department, updating the project schedule as required.
 - 6.2.8.1. These progress reports should also include large Project Milestones, as well as an expected payment schedule.
- 6.2.9. Perform aforementioned services to the highest standards in the professional, planning, and emergency management industries.
- 6.2.10. Any deliverables shall be provided in unlocked user-friendly formats, such as MS Word, both in paper and digital formats.

6.3. References Please provide the names of current and past accounts of similar size and configuration.

Include:

- 6.3.1. A current and long-term customer
- 6.3.2. A customer where a similar project was completed

6.4. Submission Requirements Responses to this request must include the following:

- 6.4.1. Statement of general and technical approach to the work outlined in the scope of this Request for Proposals, including a description of the recommended process and quotes for completing the items identified in the Scope of Service.
- 6.4.2. Detailed Project Proposal:
 - 6.4.2.1. Complete proposal including the estimate of the project budget broken down by each specific work program item identified in the Scope of Service
- 6.4.3. Statement of Qualifications:
 - 6.4.3.1. Provide a narrative description of the qualifications of the consulting firm, or consulting team, for the proposed project
- 6.4.4. Statement of Availability:
 - 6.4.4.1. Provide a brief statement of the availability of key personnel to undertake the proposed project, within the identified timeframe, starting on or about August 1, 2022, and finishing within approximately 6 months of the start date.
- 6.4.5. List of Relevant Projects:
 - 6.4.5.1. Provide a list of no fewer than three and up to five projects equal in size or nature to the proposed project that have been successfully completed within the last 7 years by the consulting firm, consulting team, or key personnel
- 6.4.6. References:
 - 6.4.6.1. Provide names, telephone numbers, and emails of persons to be called for references regarding past performance of the consulting firm, consulting team, or key personnel on similar projects
- 6.4.7. Expertise and Proficiency:
 - 6.4.7.1. The successful consultant or firm must demonstrate through their proposal submission, proficiency in the following areas. Provide how the consultant or firm will demonstrate proficiency in these areas:
 - 6.4.7.1.1. Extensive experience performing After Action Review services (Samples of work may be included in proposal submission, or requested by the County).
 - 6.4.7.1.2. Extensive experience performing Improvement Plan services (Samples of work may be included in proposal submission, or requested by the County).
 - 6.4.7.1.3. Extensive experience performing Needs and Capabilities Assessments (Samples of work may be included in proposal submission, or requested by the County)
 - 6.4.7.1.4. Ability to establish and maintain effective working relationships with departmental representatives, officials and other stakeholders.
 - 6.4.7.1.5. Knowledge and skills in facilitating AAR developmental meetings with departmental representatives and stakeholders
 - 6.4.7.1.6. Knowledge of NIMS compliance requirements, the Incident Command System (ICS), and principles, practices and techniques of emergency management.
 - 6.4.7.1.7. Knowledge and abilities in performing AAR Services.
 - 6.4.7.1.8. Knowledge of Homeland Security Exercise Evaluation Program (HSEEP) Guidelines.
 - 6.4.7.1.9. Ability to achieve established goals and objectives, and meet deadlines
 - 6.4.7.1.10. Possess: Initiative, drive, dependability, sound professional judgment, integrity, and resourcefulness

6.5. Personnel

- 6.5.1. Key Personnel: For key personnel to be involved in the project, please provide names, titles, period of service with the firm, and a resume or description of experience. Please limit responses to no more than two pages per person. Key personnel may not be substituted without consent of the

Oneida County Health Department.

6.5.2. Explain how you recruit and retain high quality, excellent employees.

6.5.3. Describe your new hire training and orientation programs.

6.6. Costing Proposal

6.6.1. Please include lump sum pricing per section of the AAR

6.6.2. Please include costs associated with any additional services you will provide to the County.

6.6.3. Price proposal will be fixed cost

6. EVALUATION METHODOLOGY

6.1. The County reserves the right to award this contract in part or as a whole to qualified Vendor or Vendors. Award will be selected based on evaluation of which Vendor is most responsive and responsible, and not solely on the basis of prices.

6.2. Criteria to be evaluated by the County and will include the following:

Compliance with the RFP format requirements

Experience

Future Contract Costs and Risks Company Statistics

Responsiveness to the items in Section 7, Scope of Work References

Price

Oral Presentations Credibility of Vendor

Minority and Women's Business Enterprises Compliance

Sustainability Solutions and Practices

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Administration, 7th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5523 Fax (315) 793-6044

June 2, 2023

FN 20 23-212

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

Attached for your review and approval is a Purchase of Service Agreement between Oneida County, through its Department of Family and Community Services, and various individuals to provide specialized counseling services.

The counseling contractor will work with individuals, children and families to identify and treat mental health and behavioral issues, including those where substance abuse negatively affects daily functioning. By providing this service, the Department intends to both reduce out-of-home placements and to expedite the return home from placement, as well as assist high-needs individuals to find services and supports leading to independence and permanent housing.

The term of this Agreement runs from January 1, 2024 through December 31, 2028. This Agreement is funded partly by the Child Abuse or Neglect Prevention and Treatment Act (CAPTA) State Grant with any additional evaluations or counseling having a local cost of 27.18 %. The Department does not anticipate spending more than \$750,000.00 for the duration of this Agreement.

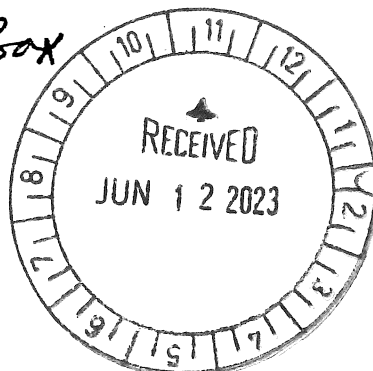
I respectfully request this e approval of this Agreement to be used as a template for contracts between Oneida County, through its Department of Family and Community Services, and various individuals to provide specialized counseling services.

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 Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 6-9-23

50500

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Template Contract to provide “Specialized Counseling Services”

Title of Activity or Services: Specialized Clinical Counseling

Proposed Dates of Operations: January 1, 2024 through December 31, 2028

Client Population/Number to be Served: Individual, and children and their families who are in need of counseling services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has attained a Master's Degree in social work, is a licensed psychologist or psychiatrist, or another recognized therapist in human services.

2). Program/Service Objectives and Outcomes

The clinical counseling contractor will work with participant adult, families and children to identify and treat mental health and behavioral issues, including substance abuse, that negatively affect daily functioning and can result in placement outside of the home. This service is expected to reduce out of home placements and to expedite the return home from placements, and to provide individuals with supports and assistance to obtain permanent housing.

3). Program Design and Staffing Level -

Licensed Counselors with a Masters degree in Social Work will provide counseling services under this agreement.

Total Funding Requested: \$ 90.00 per hour.

Oneida County Dept. Funding Recommendation: Account #A6070.495-620

Mandated or Non-mandated: Mandated service

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

This Agreement is funded in part by the Child Abuse or Neglect Prevention and Treatment Act (CAPTA) State Grant with any additional preventive services having a local cost of 27.18 %.

Federal –	38.39 %
State -	34.43 %
County -	27.18 %

Cost Per Client Served: \$ 90.00 per clinical hour

Past performance Served: The Department does not anticipate spending more than \$750,000.00 for the duration of this agreement.

O.C. Department Staff Comments: The Department contracts with a number of clinical counselors to ensure availability.

THIS AGREEMENT, is made by and between Oneida County (hereinafter referred to as the “County”), a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 800 Park Avenue, Utica, New York, and various qualified counselors, a licensed Master of Social Work, having her principal place of business at _____ (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the Oneida County Commissioner of Social Services (hereinafter referred to as the “Commissioner”) is charged with the responsibility for the 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 the State of New York; and

WHEREAS, the County, through its Department of Social Services (hereinafter the “Department”), pursuant to Section 409-a(4) of the Social Services Law and 18 NYCRR Section 405.1, may provide such Preventive Services directly or through the purchase of services; and

WHEREAS, the Contractor has the specialized skill and experience to properly perform the Preventive Services described herein; and

WHEREAS, the County 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 the State of New York, 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 County to contract with the Contractor for the performance of these Preventive Services;

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

SECTION I: DEFINITIONS

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

(1) Preventive Services shall mean supportive and rehabilitative services provided to children and their Families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a Family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to their 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 their Family whom the Department is required to serve pursuant to 18 NYCRR Section 430.9. Non-Mandated Preventive Services shall mean Preventive Services provided to a child and their Family whom the Department may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraphs (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 Section 423.3 and to approve in writing the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning is defined as assessing the need for, providing or arranging for, and coordinating and evaluating the provision of those Preventive Services needed by a child and their 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 their 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 Section 430.8 through 430.13 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:

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

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

(5) Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a

licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

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

(7) Day Services to Children as defined in 18 NYCRR Section 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 (three) but less than 24 (twenty-four) hours per day and at least 4 (four) days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, the 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 their 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 their 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, their parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Section 320.9(c) (6). Family may also include a child who does not live with their parents and needs services to prevent return to foster care.

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

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

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

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

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

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

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

(17) Transportation Services is defined as providing or arranging for transportation of the child and/or his Family to and/or from services arranged as part of the child's service plan; however, transportation may not be provided as a preventive service for visitation of children in foster care with their parents except when such transportation cannot be arranged or provided by the child's Family.

SECTION II: TERM OF AGREEMENT

This Agreement shall commence January 1, 2024 and continue through December 31, 2028.

SECTION III: SCOPE OF SERVICES

(1) The Contractor shall furnish and coordinate Preventive Services to recipients in accordance with federal and New York State laws and regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Office of Children and Family Services ("OCFS"). 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 County. 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 OCFS.

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

(4) The Contractor shall provide Preventive Services in accordance with the program narrative and rates of payment described in Appendix C of this Agreement.

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

(6) The Contractor and the Department shall comply with Section 153 of the Social Services Law, which requires all social services districts that 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 County agree that a determination by OCFS to deny reimbursement to the County for the provision of Preventive Services for a child, pursuant to Section 153 of the Social Services Law, shall not relieve the County or the Contractor from which the County 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) 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.

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

SECTION IV: FAIR HEARINGS

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

SECTION V: REIMBURSEMENT AND SERVICE FEES

The County shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, 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

(1) 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 OCFS regulations. The parties hereto recognize, however, that ultimate responsibility for the welfare of each child rests

Page 6 of 11
with the Department.

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

(3) The Contractor shall provide the services described in Appendix C of this Agreement and shall provide the Department written notification of the location(s) of any services provided in conjunction with the child service plan.

(4) The Department shall notify the Contractor of persons who are assigned monitoring responsibility for Child Protective Services recipients receiving Preventive Services from the Contractor.

SECTION VII: BOOKS, RECORDS AND REPORTS

(1) The Contractor shall keep accurate records (in conformance with state regulations established for utilization review and uniform case recording) for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and their 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 status and progress of each recipient of service at intervals required in the OCFS regulations.

(2) All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any 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) Records of individual recipients of 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 will 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 that sufficiently and properly reflect all direct and indirect costs of the 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 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 Agreement, and until the expiration of six (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s) shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII: ACCOUNTABILITY

(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 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 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 a year to discuss the Contractor's services purchased by the County. This shall include, but not be limited to, such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, and extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance with Agreement requirements.

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

(5) The Contractor may subcontract certain direct services of this Agreement. The

Contractor shall provide a list of all sub-contracts on a monthly basis. Where subcontractors are permitted, they are subject to federal and state requirements governing purchase of services contracts. The Contractor is responsible for the performance of any subcontractor.

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

SECTION IX: COMPLIANCE WITH LAW

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

(2) The Contractor shall be bound by the terms and conditions of Appendix A, Appendix B, Appendix C, the Standard Oneida County Conditions Addendum attached hereto and made a part hereof, and the Oneida County Department of Family and Community Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement.

SECTION X: TERMINATION OF AGREEMENT

(1) This Agreement may be terminated by mutual written agreement of the contracting parties.

(2) This Agreement may be terminated by the County for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachment(s) hereto, provided that the County 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 any expenses incurred after receipt of the notification of termination.

(3) In addition to the termination provisions set forth in paragraph (2) supra, the County shall have the right to terminate this Agreement in whole or in part, if at any time the 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.

(4) When this Agreement is to be terminated pursuant to paragraphs (2) and (3) supra, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved. In the event of a substantial breach of contract, the County may terminate immediately. 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 the Contractor for all public charges not transferred by the effective date of termination, the County and Contractor shall negotiate an extension of this Agreement prior to the date of termination.

(6) The Contractor shall comply with all County 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 REQUIREMENTS

(1) The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$5,000,000 aggregate during the term of this Agreement. The professional liability policy must include coverage for workplace liability and sexual abuse and molestation. The Contractor further agrees that such coverage shall not be terminated without prior notice to the County of at least thirty (30) days. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance providers and/or agents for the express purpose of confirming the coverage required hereunder.

(2) Business Automobile Liability (BAL)

- a. BAL with limits of at least \$1,000,000 for each accident.
- b. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

(3) Use of Subcontractors: If any work under this Agreement is subcontracted in any way, the Contractor must execute a written agreement with the subcontractor containing the same indemnification clause and insurance requirements as stated in this Agreement protecting the County and the Contractor. The Contractor is responsible for executing the agreement with the subcontractor and obtaining Certificates of Insurance verifying the insurance requirements. The Contractor is further responsible for verifying and ensuring there is no limitation on the County's (or any other party required by the County) rights and coverage as additional insureds on the subcontractor's policies. The Contractor shall fully indemnify and hold harmless the County for any loss of expense incurred by the County for its failure to fulfill this obligation.

SECTION XII: MISCELLANEOUS

(1) The County 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. The Contractor shall indemnify the County for any loss the County may suffer when such losses result from claims of any person or organization injured by acts or omission of the Contractor, its officers, employees or sub-contractors.

(2) The Contractor shall at all times indemnify and hold harmless the County and its officers and employees, 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.

(3) The County shall make payments to the Contractor on a monthly basis upon presentation of a County Voucher with such verifications as requested by the County.

(4) 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 County.

(5) 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.

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

(7) 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 provision 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 written.

ONEIDA COUNTY

Anthony J. Picente, Jr., County Executive

Date

Colleen Fahy-Box, Commissioner of Social Services

Date

Approved: _____
Maryangela Scalzo, Deputy County Attorney

CONTRACTOR

Contractor

Date

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 ensure 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 FAMILY AND COMMUNITY SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

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

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

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

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement, the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

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

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

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

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

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

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

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement, then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/we_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, 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 Statewide 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 agree 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 Family and
Community Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

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

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

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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

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

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

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

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

APPENDIX C

I. Preventive Service Goals and Objectives

- A. Target Population: Individuals, children and families in need of counseling services in order to address mental health and behavioral concerns that are negatively affecting an individual's or Family's ability to function on a daily basis.
- B. There is a need to provide community-based Clinical Services (as defined below) as requested by the Department to individuals, children, and families in order to lessen the risk of family disruption due to mental health or behavior issues which could result in child abuse/neglect situations, the need for diversion services, Juvenile Delinquent (JD) behaviors and/or out of home placements, or persistent homelessness.

II. Scope of Services

- A. Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Clinical Services provided to families with children enrolled in Day Services have such services included in the Day Services rate.
- B. In addition to the Clinical Services defined above, the Contractor shall perform additional assessments at the request of the Department. Such assessments may include but not be limited to:

- Child and Adolescent Needs and Strengths Assessment (CANS)
- General mental health screenings, including screening for anxiety and depression
- General social work assessment of cognitive functioning
- Gerontological social work assessment
- Parenting Assessment
- Plans of Safe Care
- Psychosocial assessments of client's facing housing insecurity
- Sibling Assessments for children in placement

- C. Eligibility: The Department is responsible for determining eligibility for preventive services and the Department will make referrals to the Contractor.
- D. The Department will provide Case Management functions for all children and Families that are involved in active service cases (preventive, protective and placements). The Department will maintain responsibility for the Child Care Review Service (CCRS) information and coordination with the Contractor for formulation of service plan and utilization review procedures.

- E. As a mandated reporter, the Contractor shall report all instances of suspected child abuse, neglect, and/or maltreatment to the Central Registry as required by law. The Contractor shall then submit a completed 2221A to the Department. The family will be informed in advance of the Contractor's decision to file a report with the Central Registry.
- F. Authorization of Services: The Department will authorize services via a DSS 2921 application for services and appropriate Welfare Management System (WMS) forms.

III. Outcome/Measurements for Clinical Services

- A. Outcome: The Contractor, under this Agreement will work with participant families and children to identify and treat mental health and behavioral issues that negatively affect daily functioning which could result in out of home placements. In so doing, the number of out of home placements will be reduced and/or return home from placements will be expedited.
- B. Performance: Families and/or children with mental health or behavioral modification service needs will be identified and become engaged in services. Clinical assessment will be done in a manner that reflects culturally competent and family focused planning. Clinical Services will include comprehensive assessment, diagnosis, testing, and psychotherapy.
- C. Measurement: 80% of the participant Families will not have any substantiated reports of abuse/neglect while participating in services.
- D. Measurement: 80% of the participant Families/children referred on a preventive basis will maintain their children in their home during the time services are being offered and for 6 months following the completion of counseling services.
- E. Measurement: 80% of participant families that have children in out of home placements eligible for Mandated Preventive Services based on the service plan goal to return children home within 6 months will have their children returned to them within the specified 6 month period.
- F. Measurement: 80% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open under this Agreement with the Contractor.
- G. Measurement: 80% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.
- H. Outcome: The Contractor will work with individuals or families referred by the Department to conduct an assessment to identify any mental health, behavioral, or other issue, wherein such assessment may be required for application of benefits, programming, housing or community resources.

- I. Performance: Individuals and families with mental health or behavioral modification services needs will be identified and become engaged in services.
- J. Measurement: 80% of those referred will agree to be assessed.
- K. Measurement: 80% of those assessed will be referred for appropriate services to meet their presenting needs.

IV. Required Claiming and Reporting Procedures

- A. The Contractor will bill on vouchers provided by the Department, which shall include the Contractor's name, agreement name and number and indicate the Contractor's share of the program cost. The Contractor will attempt to obtain insurance or family contribution when appropriate and feasible, and will bill the Department for the remaining cost up to the agreed hourly rate. The Contractor will also submit the "Itemized Composite billing for Preventive Services Contracts/Counseling" and "Itemized Individual Billing for all Preventive Services Contracts: Counseling, Case Planning, Parent Aide, Other, with Comments." These will be fully completed with "Individual" sheets containing treatment comments. A final "Counseling Treatment Report" will be completed upon termination of the case for treatment. All reports will include the case number, client's full name, and the Department caseworker's name. All reports will be sent to the Department's Contract Administrator I.
- B. The Department may require other reports as necessary within the context of counseling data.
- C. The Contractor agrees to prepare and provide any and all monthly reports required pursuant to law, rule or regulation by the County and/or state governments pertaining to this Agreement.
- D. The Contractor agrees to participate in a quarterly meeting every 3 months with the Department should the Department deem necessary.
- E. The Department will pay the Contractor for direct Clinical Service to the client at the maximum rate of \$90.00 per hour for individual or family therapy, and \$20.00 per hour per client for group therapy with the deduction of any client contribution. Any future rate changes are at the sole discretion and approval of the Commissioner. Clinical Hour shall be defined as 60 minutes spent in direct service with the client. Payment will be at \$90.00 per Client Hour for child and Family assessments and counseling services. Appointments cancelled with less than 24 hour working day notification for any reason or due to no show by the client will be billed at a flat rate of \$50.00 per missed appointment. Travel will be reimbursed at the IRS allowable rate for mileage at the time the expense is incurred.
- F. The obligations of the parties hereunder are conditioned upon the continued availability of County, federal, and/or New York State funds for the purposes set forth in this Agreement.

V. Performance of Services

- A. The Contractor represents that she is duly licensed and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use her 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 her own expense, employ or engage the services of such employees, subcontractors and/or partners as she 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 Contractor and her Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
- D. The Contractor shall inform the Department within twenty-four (24) hours if she 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.

VI. Independent Contractor Status

- A. It is expressly agreed that the relationship of the Contractor and her Assistants to the County shall be that of Independent Contractors. Neither the Contractor, nor her 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 her status as an Independent Contractor, covenants and agrees that she and her Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The Contractor warrants and represents that she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the 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 her services available to the public.

- C. The Contractor and her Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.
- D. The Contractor acknowledges and agrees that neither the Contractor, nor her Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or her Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County because 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 her Assistants' Independent Contractor status, it is agreed that 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 regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

VII. Miscellaneous

- A. Expenses: The Contractor is solely responsible for paying all of her business expenses related to furnishing the services described herein, and the County shall not reimburse the cost of equipment, tools, office space, support services or other general operating expenses.
- B. Training: The Contractor and her Assistants shall not be required to attend or undergo any training by the County. The Contractor shall be fully responsible for her Assistants' or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
- C. 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.

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:

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

c. The Contractor shall:

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

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

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

1v. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

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

v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

v111. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 11. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

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

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

**Oneida County Department of Family and Community 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 Family and Community Services (DFCS) staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the DFCS 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 DFCS.

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: _____

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Administration, 7th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5523 Fax (315) 793-6044

June 6, 2023

FN 20 23-213

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Attached for your review and approval is an Amendment to a Purchase of Service Agreement between Oneida County, through its Department of Family and Community Services, and various Qualified Counselors to provide Specialized Counseling Services.

The Qualified Counselors will work with children and families to identify and treat mental health and behavioral issues, including those where substance abuse negatively affects daily functioning. This Amendment increases the assessment duties and tools the counselors may perform, to better capture the needs of children and families, as well as adult individuals.

This Amendment addresses the Agreement which runs from January 1, 2021 through December 31, 2023.

I respectfully request the approval of this Amendment to the Agreement between Oneida County, through its Department of Family and Community Services, and various Qualified Counselors to provide Specialized Counseling Services.

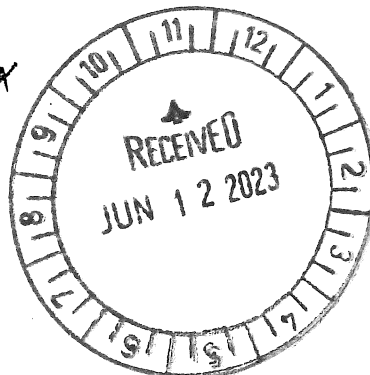
Thank you for your consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/mk
attachment



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

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

Date 6-9-23

50500

Oneida Co. Department Family and Community Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: AMENDMENT to Template Contract to provide “Various Specialized Counseling Services”

Title of Activity or Services: Specialized Clinical Counseling

Proposed Dates of Operations: January 1, 2021 through December 31, 2023

Client Population/Number to be Served: Individuals, and children and their families that are in need of counseling services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

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

2). Program/Service Objectives and Outcomes

The clinical counseling contractor will work with participant adult, families and children to identify and treat mental health and behavioral issues, including those where substance abuse is an issue, that negatively affect daily functioning that can result in out of home placements, and in so doing reduce out of home placements and/or expedite return home from placements. This AMENDMENT increases the assessment duties and tools the counselors may perform, to better capture the needs of children and families, as well as adult individuals.

3). Program Design and Staffing Level -

Counselors that are licensed Master Social Worker that will provide Behavioral Counseling services under this agreement.

Total Funding Requested: \$ 90.00 per hour.

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

Mandated or Non-mandated: Mandated service

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

This Agreement is funded in part by the Child Abuse or Neglect Prevention and Treatment Act (CAPTA) State Grant with any additional preventive services having a local cost of 27.18 %.

Federal –	38.39 %
State -	34.43 %
County -	27.18 %

Cost Per Client Served: \$ 90.00 per clinical hour

Past performance Served: The Department does not anticipate spending more than \$450,000.00 for the duration of this agreement.

O.C. Department Staff Comments: The Department contracts with a number of clinical counselors to ensure availability.

Amendment

This Amendment, by and between Oneida County, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the “County”), through its Department of Family and Community Services (hereinafter referred to as the “Department”), and Various Qualified Counselors (hereinafter referred to as the “Contractor”).

WHEREAS, the County and the Contractor entered into an agreement (County contract no. 118603) whereby the Contractor provides Preventive Services to children and families referred to it by the Department hereinafter called the “Original Agreement,” a copy of which is annexed hereto as “Exhibit A,” and

WHEREAS, the parties have agreed to expand the scope of services detailed in the Original Agreement to include assessments of individuals as requested by the Department; and

WHEREAS, the parties have agreed to amend Appendix C of the Original Agreement, which is the program narrative, to include the additional services.

NOW THEREFORE, it is mutually agreed between the Contractor and the County as follows:

- I.** This Amendment shall be effective January 1, 2021.
- II.** Exhibit B of this Amendment, which is the program narrative, shall replace the Appendix C of the Original Agreement.
- IV.** All other terms of the Original Agreement shall remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

ONEIDA COUNTY

Anthony J. Picente, Jr., County Executive

Date

Colleen Fahy-Box, Commissioner of Social Services

Date

CONTRACTOR

Various Qualified Counselor

Date

Approved:

Maryangela Scalzo, Deputy County Attorney-Health and Human Services

EXHIBIT A

Page 1 of 11

XXXXXX

THIS AGREEMENT, is made by and between Oneida County (hereinafter referred to as “the County”), a municipal corporation organized and existing under the laws of the State of New York and having its principal office at 800 Park Avenue, Utica, New York through its Department of Family and Community Services (Department of Social Services) (hereinafter referred to as “the Department”), and various qualified counselors, a licensed Master of Social Work, having her principal place of business at _____ (hereinafter referred to as “the Contractor”).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County (hereinafter referred to as the Commissioner) is charged with the responsibility for the 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 the State of New York; and

WHEREAS, the Commissioner, pursuant to Section 409-a(4) of the Social Services Law and 18 NYCRR Section 405.1 may provide such Preventive Services directly or through the purchase of services; and

WHEREAS, the Contractor has the specialized skill and experience to properly perform the services described herein; and

WHEREAS, the County 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 the State of New York, 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 County 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 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;

Counseling Services

XXXXXX

January 1, 2021-December 31, 2023

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 Section 430.9. Non-Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the Department may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraphs (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 Section 423.3 and to approve in writing the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning is defined as assessing the need for, providing or arranging for, and coordinating and evaluating the provision of those Preventive Services needed by a child and his 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 Section 430.8 through 430.13 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:

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

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

(5) Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a

licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

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

(7) Day Services to Children as defined in 18 NYCRR Section 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 (three) but less than 24 (twenty-four) hours per day and at least 4 (four) days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, the 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 or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Section 320.9(c) (6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.

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

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

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

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

(15) Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but not be

limited to: role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

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

(17) Transportation Services is defined as providing or arranging for transportation of the child and/or his Family to and/or from services arranged as part of the child's service plan; however, transportation may not be provided as a preventive service for visitation of children in foster care with their parents except when such transportation cannot be arranged or provided by the child's Family.

SECTION II: TERM OF AGREEMENT

This Agreement shall commence January 1, 2021 and continue through December 31, 2023. This Agreement may be renewed for additional terms upon the mutual agreement of the parties.

SECTION III: SCOPE OF SERVICES

(1) The Contractor shall furnish and coordinate Preventive Services to recipients in accordance with federal and New York State laws and regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Office of Children and Family Services (“OCFS”). 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 County. 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 OCFS.

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

(4) The Contractor shall provide Preventive Services in accordance with the program narrative and rates of payment described in Appendix C of this Agreement.

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

(6) The Contractor and the Department shall comply with Section 153 of the Social

Services Law, which requires all social services districts that 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 County agree that a determination by OCFS to deny reimbursement to the County for the provision of Preventive Services for a child, pursuant to Section 153 of the Social Services Law, shall not relieve the County or the Contractor from which the County 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 of this Agreement and as required by individual case plans 18 NYCRR Section 432.4(c).

(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 Title 6 of Article 6 of the Social Services Law.

SECTION IV: FAIR HEARINGS

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

SECTION V: REIMBURSEMENT AND SERVICE FEES

The County shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, 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

(1) 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 OCFS regulations. The parties hereto recognize, 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 the regulations of the OCFS in order to provide the services set forth in Appendix C of this Agreement.

(3) The Contractor shall provide the services described in Appendix C of this Agreement and shall provide the Department written notification of the location(s) of any services provided in conjunction with the child service plan.

(4) The Department shall notify the Contractor of persons who are assigned monitoring responsibility for Child Protective Services recipients receiving Preventive Services from the Contractor.

SECTION VII: BOOKS, RECORDS AND REPORTS

(1) The Contractor shall keep accurate records (in conformance with state regulations established for utilization review and uniform case recording) for each 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 status and progress of each recipient of service at intervals required in the OCFS regulations.

(2) All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any 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) Records of individual recipients of 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 will 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 that sufficiently and properly reflect all direct and indirect costs of the 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 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 Agreement, and until the expiration of six (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s) shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII: ACCOUNTABILITY

(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 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 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 a year to discuss the Contractor's services purchased by the County. This shall include, but not be limited to, such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, and extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance with Agreement requirements.

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

(5) The Contractor may subcontract certain direct services of this Agreement. The Contractor shall provide a list of all sub-contracts on a monthly basis. Where subcontractors are

permitted, they are subject to federal and state requirements governing purchase of services contracts. The Contractor is responsible for the performance of any subcontractor.

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

SECTION IX: COMPLIANCE WITH LAW

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

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

SECTION X: TERMINATION OF AGREEMENT

(1) This Agreement may be terminated by mutual written agreement of the contracting parties.

(2) This Agreement may be terminated by the County for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachment(s) hereto, provided that the County 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 any expenses incurred after receipt of the notification of termination.

(3) In addition to the termination provisions set forth in paragraph (2) supra, the County shall have the right to terminate this Agreement in whole or in part, if at any time the 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.

(4) When this Agreement is to be terminated pursuant to paragraphs (2) and (3) supra,

XXXXX

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 thirty (30) days from the date of notice, unless substantial breach of contract is involved. In the event of a substantial breach of contract, the County may terminate immediately. 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 the Contractor for all public charges not transferred by the effective date of termination, the County and Contractor shall negotiate an extension of this Agreement prior to the date of termination.

(6) The Contractor shall comply with all County 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 REQUIREMENTS

(1) The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$5,000,000 aggregate during the term of this Agreement. The professional liability policy must include coverage for workplace liability and sexual abuse and molestation. The Contractor further agrees that such coverage shall not be terminated without prior notice to the County of at least thirty (30) days. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance providers and/or agents for the express purpose of confirming the coverage required hereunder.

(2) Business Automobile Liability (BAL)

- a. BAL with limits of at least \$1,000,000 for each accident.
- b. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

(3) Use of Subcontractors: If any work under this Agreement is subcontracted in any way, the Contractor must execute a written agreement with the subcontractor containing the same indemnification clause and insurance requirements as stated in this Agreement protecting the County and the Contractor. The Contractor is responsible for executing the agreement with the

subcontractor and obtaining Certificates of Insurance verifying the insurance requirements. The Contractor is further responsible for verifying and ensuring there is no limitation on the County's (or any other party required by the County) rights and coverage as additional insureds on the subcontractor's policies. The Contractor shall fully indemnify and hold harmless the County for any loss of expense incurred by the County for its failure to fulfill this obligation.

SECTION XII: MISCELLANEOUS

(1) The County 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. The Contractor shall indemnify the County for any loss the County may suffer when such losses result from claims of any person or organization injured by acts or omission of the Contractor, its officers, employees or sub-contractors.

(2) The Contractor shall at all times indemnify and hold harmless the County and its officers and employees, 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.

(3) The County shall make payments to the Contractor on a monthly basis upon presentation of a County Voucher with such verifications as requested by the County.

(4) 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 County.

(5) 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.

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

(7) 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.

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

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

Kimberly A. Kolch, Assistant County Attorney

Date: _____

Department of Family and Community Services: _____

Colleen Fahy-Box, Commissioner of Social Services

Date: _____

Contractor: _____

Print Name:

APPENDIX A

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining

compliance with said Executive Order and such rules, regulations and orders.

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

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

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

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

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

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

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

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

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

**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 FAMILY AND COMMUNITY 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. Certified or registered United States mail, return receipt requested;
 2. Facsimile transmission;
 3. Personal delivery;
 4. Expedited delivery service; or
 5. 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 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.web.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 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 that 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 who 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

Commented [CA1]: Doesn't this conflict with the contract language?

Commented [KK2R1]: The termination provision was modified in the contract.

- 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 she has 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

XXXXXX

APPENDIX C

I. Preventive Service Goals and Objectives

- A. Target Population: Children and families in need of counseling services in order to address mental health and behavioral concerns that are negatively affecting an individual's or Family's ability to function on a daily basis.
- B. There is a need to provide community-based Clinical Services (as defined below) to children and families in order to lessen the risk of family disruption due to mental health or behavior issues which could result in child abuse/neglect situations, the need for diversion services, Juvenile Delinquent (JD) behaviors and/or out of home placements.

II. Scope of Services

- A. Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Clinical Services provided to families with children enrolled in Day Services have such services included in the Day Services rate.
- B. Eligibility: The Department is responsible for determining eligibility for preventive services and the Department will make referrals to the Contractor.
- C. It shall be the responsibility of representatives of the Department, either directly or through contract services, to observe negative living conditions in residences when providing services and to report those conditions to the appropriate authority for the municipality in which the residences are located. Each representative will have a checklist and shall complete the checklist after making visual inspections. Each representative will also report to the Department any gross deviations from normal living standards not included on the checklist.
- D. The Department will provide Case Management functions for all children and Families that are involved in active service cases (preventive, protective and placements). The Department will maintain responsibility for the Child Care Review Service (CCRS) information and coordination with the Contractor for formulation of service plan and utilization review procedures.
- E. As a mandated reporter, the Contractor shall report all instances of suspected child abuse, neglect, and/or maltreatment to the Central Registry as required by law. The Contractor shall then submit a completed 2221A to the Department. The family will be informed in advance of the Contractor's decision to file a report with the Central Registry.
- F. Authorization of Services: The Department will authorize services via a DSS 2921 application for services and appropriate Welfare Management System (WMS) forms.

III. Outcome/Measurements for Clinical Services

- A. Outcome: The Contractor, under this Agreement will work with participant families and children to identify and treat mental health and behavioral issues that negatively affect daily functioning which could result in out of home placements. In so doing, the number of out of home placements will be reduced and/or return home from placements will be expedited.
- B. Performance: Families and/or children with mental health or behavioral modification service needs will be identified and become engaged in services. Clinical assessment will be done in a manner that reflects culturally competent and family focused planning. Clinical Services will include comprehensive assessment, diagnosis, testing, and psychotherapy.
- C. Measurement: 80% of the participant Families will not have any substantiated reports of abuse/neglect while participating in services.
- D. Measurement: 80% of the participant Families/children referred on a preventive basis will maintain their children in their home during the time services are being offered and for 6 months following the completion of counseling services.
- E. Measurement: 80% of participant families that have children in out of home placements eligible for Mandated Preventive Services based on the service plan goal to return children home within 6 months will have their children returned to them within the specified 6 month period.
- F. Measurement: 80% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open under this Agreement with the Contractor.
- G. Measurement: 80% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

IV. Required Claiming and Reporting Procedures

- A. The Contractor will bill on vouchers provided by the Department, which shall include the Contractor's name, agreement name and number and indicate the Contractor's share of the program cost. The Contractor will attempt to obtain insurance or family contribution when appropriate and feasible, and will bill the Department for the remaining cost up to the agreed hourly rate. The Contractor will also submit the "Itemized Composite billing for Preventive Services Contracts/Counseling" and "Itemized Individual Billing for all Preventive Services Contracts: Counseling, Case Planning, Parent Aide, Other, with Comments." These will be fully completed with "Individual" sheets containing treatment comments. A final "Counseling Treatment Report" will be completed upon termination of the case for treatment. All reports will include the case number, client's full name, and the

Department caseworker's name. All reports will be sent to the Department's Contract Administrator I.

- B. The Department may require other reports as necessary within the context of counseling data.
- C. The Contractor agrees to prepare and provide any and all monthly reports required pursuant to law, rule or regulation by the County and/or state governments pertaining to this Agreement.
- D. The Contractor agrees to participate in a quarterly meeting every 3 months with the Department should the Department deem necessary.
- E. The Department will pay the Contractor for direct Clinical Service to the client at the maximum rate of \$90.00 per hour for individual or family therapy, and \$20.00 per hour per client for group therapy with the deduction of any client contribution. Clinical Hour shall be defined as 60 minutes spent in direct service with the client. Payment will be at \$90.00 per Client Hour for child and Family assessments and counseling services. Appointments cancelled with less than 24 hour working day notification for any reason or due to no show by the client will be billed at a flat rate of \$50.00 per missed appointment. Travel will be reimbursed at the IRS allowable rate for mileage at the time the expense is incurred.
- F. The obligations of the parties hereunder are conditioned upon the continued availability of County, federal, and/or New York State funds for the purposes set forth in this Agreement.

V. Performance of Services

- A. The Contractor represents that she is duly licensed and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use her 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 her own expense, employ or engage the services of such employees, subcontractors and/or partners as she 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 Contractor and her Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

- D. The Contractor shall inform the Department within twenty-four (24) hours if she 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.

VI. Independent Contractor Status

- A. It is expressly agreed that the relationship of the Contractor and her Assistants to the County shall be that of Independent Contractors. Neither the Contractor, nor her 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 her status as an Independent Contractor, covenants and agrees that she and her Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The Contractor warrants and represents that she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the 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 her services available to the public.
- C. The Contractor and her Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.
- D. The Contractor acknowledges and agrees that neither the Contractor, nor her Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or her Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County because 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 her Assistants' Independent Contractor status, it is agreed that 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 regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

VII. Miscellaneous

- A. Expenses: The Contractor is solely responsible for paying all of her business expenses related to furnishing the services described herein, and the County shall not reimburse the cost of equipment, tools, office space, support services or other general operating expenses.
- B. Training: The Contractor and her Assistants shall not be required to attend or undergo any training by the County. The Contractor shall be fully responsible for her Assistants' or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
- C. 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.

EXHIBIT B

XXXXXX

APPENDIX C

I. Preventive Service Goals and Objectives

- A. Target Population: Children and families in need of counseling services in order to address mental health and behavioral concerns that are negatively affecting an individual's or Family's ability to function on a daily basis.
- B. There is a need to provide community-based Clinical Services (as defined below) to children and families in order to lessen the risk of family disruption due to mental health or behavior issues which could result in child abuse/neglect situations, the need for diversion services, Juvenile Delinquent (JD) behaviors and/or out of home placements.

II. Scope of Services

- A. Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Clinical Services provided to families with children enrolled in Day Services have such services included in the Day Services rate.
- B. In addition to the Clinical Services defined above, the Contractor shall perform additional assessments at the request of the Department. Such assessments may include but not be limited to:
 - Child and Adolescent Needs and Strengths Assessment (CANS)
 - General mental health screenings, including screening for anxiety and depression
 - General social work assessment of cognitive functioning
 - Gerontological social work assessment
 - Parenting Assessment
 - Plans of Safe Care
 - Psychosocial assessments of clients facing housing insecurity
 - Sibling Assessments for children in placement
- C. Eligibility: The Department is responsible for determining eligibility for preventive services and the Department will make referrals to the Contractor.
- D. The Department will provide Case Management functions for all children and Families that are involved in active service cases (preventive, protective and placements). The Department will maintain responsibility for the Child Care Review Service (CCRS) information and coordination with the Contractor for formulation of service plan and utilization review procedures.
- E. As a mandated reporter, the Contractor shall report all instances of suspected child abuse, neglect, and/or maltreatment to the Central Registry as required by law. The Contractor

shall then submit a completed 2221A to the Department. The family will be informed in advance of the Contractor's decision to file a report with the Central Registry.

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

III. Outcome/Measurements for Clinical Services

- A. Outcome: The Contractor, under this Agreement will work with participant families and children to identify and treat mental health and behavioral issues that negatively affect daily functioning which could result in out of home placements. In so doing, the number of out of home placements will be reduced and/or return home from placements will be expedited.
- B. Performance: Families and/or children with mental health or behavioral modification service needs will be identified and become engaged in services. Clinical assessment will be done in a manner that reflects culturally competent and family focused planning. Clinical Services will include comprehensive assessment, diagnosis, testing, and psychotherapy.
- C. Measurement: 80% of the participant Families will not have any substantiated reports of abuse/neglect while participating in services.
- D. Measurement: 80% of the participant Families/children referred on a preventive basis will maintain their children in their home during the time services are being offered and for 6 months following the completion of counseling services.
- E. Measurement: 80% of participant families that have children in out of home placements eligible for Mandated Preventive Services based on the service plan goal to return children home within 6 months will have their children returned to them within the specified 6 month period.
- F. Measurement: 80% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open under this Agreement with the Contractor.
- G. Measurement: 80% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

IV. Required Claiming and Reporting Procedures

- A. The Contractor will bill on vouchers provided by the Department, which shall include the Contractor's name, agreement name and number and indicate the Contractor's share of the program cost. The Contractor will attempt to obtain insurance or family contribution when appropriate and feasible, and will bill the Department for the remaining cost up to the agreed hourly rate. The Contractor will also submit the "Itemized Composite billing for

Preventive Services Contracts/Counseling" and "Itemized Individual Billing for all Preventive Services Contracts: Counseling, Case Planning, Parent Aide, Other, with Comments." These will be fully completed with "Individual" sheets containing treatment comments. A final "Counseling Treatment Report" will be completed upon termination of the case for treatment. All reports will include the case number, client's full name, and the Department caseworker's name. All reports will be sent to the Department's Contract Administrator I.

- B. The Department may require other reports as necessary within the context of counseling data.
- C. The Contractor agrees to prepare and provide any and all monthly reports required pursuant to law, rule or regulation by the County and/or state governments pertaining to this Agreement.
- D. The Contractor agrees to participate in a quarterly meeting every 3 months with the Department should the Department deem necessary.
- E. The Department will pay the Contractor for direct Clinical Service or other counseling provided to the client at the maximum rate of \$90.00 per hour for individual or family therapy, and \$20.00 per hour per client for group therapy with the deduction of any client contribution. Clinical Hour shall be defined as 60 minutes spent in direct service with the client. Payment will be at \$90.00 per Clinical Hour for child and Family assessments and counseling services. Appointments cancelled with less than 24 hour working day notification for any reason or due to no show by the client will be billed at a flat rate of \$50.00 per missed appointment. Travel will be reimbursed at the IRS allowable rate for mileage at the time the expense is incurred.
- F. The obligations of the parties hereunder are conditioned upon the continued availability of County, federal, and/or New York State funds for the purposes set forth in this Agreement.

V. Performance of Services

- A. The Contractor represents that she is duly licensed and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use her 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 her own expense, employ or engage the services of such employees, subcontractors and/or partners as she 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 Contractor and her Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
- D. The Contractor shall inform the Department within twenty-four (24) hours if she 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.

VI. Independent Contractor Status

- A. It is expressly agreed that the relationship of the Contractor and her Assistants to the County shall be that of Independent Contractors. Neither the Contractor, nor her 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 her status as an Independent Contractor, covenants and agrees that she and her Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The Contractor warrants and represents that she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the 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 her services available to the public.
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disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

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VII. Miscellaneous

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- C. 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.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

June 2, 2023

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

FN 20 23-214
HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Dear Mr. Picente:

I am submitting a renewal of an agreement between GTL, Inc. d/b/a Link to Life and the Department of Family and Community Services for your review,

This Agreement will provide for the rental of Personal Emergency Response Systems (PERS) to supplement in-home services by eligible clients of the Expanded In-Home Services for the Elderly Program (EISEP). The cost of this Agreement is \$98,296.00, which consists of 75% State (\$73,722.00) and 25% County (\$24,574.00) funding. This agreement commences on April 1, 2021 and terminates on March 31, 2022.

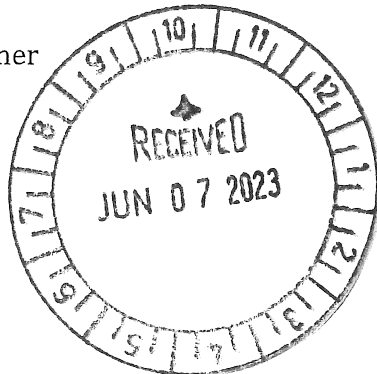
If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

Sincerely,

Michael J. Romano
Deputy Commissioner

MJR/md

Enclosure



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

Anthony J. Picente, Jr.
County Executive

Date 6-7-23

Oneida Co. Department: Family & Community Services Competing Proposal _____
Office for the Aging and Only Respondent _____
Continuing Care Sole Source RFP _____
Other _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: **GTL Inc. d/b/a Link to Life**
27475 Meadowbrook Road
Novi, Michigan 48377-3532

Title of Activity or Service: Personal Emergency Response System (PERS)

Proposed Dates of Operation: **April 1, 2021 through March 31, 2022**

Client Population/Number to be Served: Approximately 300 clients

Summary Statements:

1) Narrative Description of Proposed Services

To provide, for rental, Personal Emergency Response Systems (PERS) which allow senior citizens the ability to stay safe and independent in their own home.

2) Program/Service Objectives and Outcomes:

PERS systems are to be used as ancillary to in-home services by eligible clients of the Expanded In-Home Services for the Elderly Program (EISEP).

3) Program Design and Staffing

N/A

Total Funding Requested: **\$ 98,296.00** **Account #: A6774.495.99**

Oneida County Dept. Funding Recommendation: **\$98,296.00**

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

Federal: 0% (\$0) State: 75% (\$73,722) County: 25% (\$24,574.00)

Cost Per Client Served: \$14.00 – Rental per month for Landline Device
\$23.00 – Rental per month for Cellular Device
\$5.00 – Additional fee per Spouse
\$6.00 – Additional fee for Fall Detection Device
\$0.00 – Installation Fee

Past Performance Data: GTL, Inc d/b/a Link to Life has been providing Personal Emergency Response System to Office for the Aging since 2019.

O.C. Department Staff Comments: This is the third year that GTL, Inc d/b/a Link to Life will be providing services for all Emergency Response Systems used by the Office of the Aging and Continuing Care.

FIRST RENEWAL AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The First Renewal of the Original Agreement shall commence April 1, 2021 and terminate March 31, 2022.
2. The Total reimbursement from the County to the Contractor for the term of this First Renewal shall not exceed ninety-eight thousand two hundred ninety-six dollars and zero cents (\$98,296.00).
3. All other terms of the Original Agreement remain in effect without change or alteration.

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

GTL, Incorporated

DocuSigned by:
Josh Will
Josh Will
SVP/CRO - Best Buy Health

6/2/2023 | 7:14 CDT

Date

Department of Family and Community Services

Michael J. Romano
Michael J. Romano
Deputy Commissioner

6/2/23
Date

County of Oneida

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

Date

Approved:

Maryangela Scalzo
Maryangela Scalzo
Deputy County Attorney

AGREEMENT

This Agreement, made by and between GTL, INCORPORATED dba LINK TO LIFE, a domestic business corporation organized and existing under the laws of the State of New York, with the principal executive office located at 27475 Meadowbrook Road, Novi, MI 48377, hereinafter referred to as the "CONTRACTOR," and the COUNTY OF ONEIDA, a municipal corporation, organized and existing under the laws of the State of New York with its offices located at 800 Park Avenue, Utica, NY 13501, by and through its OFFICE FOR THE AGING AND CONTINUING CARE, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively referred to as the "COUNTY," the CONTRACTOR and the COUNTY shall collectively be called the "Parties."

WITNESSETH:

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

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

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

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

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

1. TERM OF AGREEMENT

A. The terms and conditions of this Agreement shall commence April 1, 2019 and terminate March 31, 2021.

B. The COUNTY may, in its sole discretion, renew this Agreement for an additional two (2) one-year terms. Nothing herein shall be construed to indicate that the COUNTY is bound to renew this Agreement with the CONTRACTOR, and the COUNTY reserves the right to seek the same or similar services from third parties.

2. SCOPE OF SERVICES

A. The CONTRACTOR shall provide Personal Emergency Response System (PERS) items to be used as ancillary equipment as an in-home service provided to eligible clients of the Expanded In-home Services for the Elderly Program (EISEP) and the Caregiver Support III-E Program.

B. The CONTRACTOR shall test each unit monthly, maintain records of such tests, and provide required conformation documentation as proof of successful client contact and equipment function for each client billed for along with a monthly voucher.

C. The authorization for said services will be made solely by the Office for the Aging's Director or designee.

3. PERFORMANCE OF SERVICES

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

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

C. The CONTRACTOR acknowledges and agrees that CONTRACTOR and its Assistants have no authority to enter into contracts that bind the COUNTY or create

obligations on the part of the COUNTY without the prior written authorization of the COUNTY.

4. REIMBURSEMENT FOR SERVICES

A. The COUNTY shall reimburse the CONTRACTOR pursuant to the following schedule of fees:

- i. \$14.00 per month per landline unit for monitoring and rental of PERS equipment;
- ii. \$23.00 per month per cellular unit for monitoring and rental of PERS equipment;
- iii. \$6.00 per month per client for an automatic fall detection device; and
- iv. \$5.00 per month for an automatic fall detection device for a client's spouse.

B. The CONTRACTOR shall also provide PERS services to Oneida County residents who wish to privately pay. The CONTRACTOR shall honor the above fee schedule for private pay clients but may charge a one-time initial fee of \$50.00 for the cost of installation.

C. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the COUNTY shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the COUNTY shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

C. The COUNTY shall reimburse the CONTRACTOR in twelve (12) monthly vouchers as specified in the Oneida County Office for the Aging 2019-2020 Voucher Instructions for Units of Services Contracts which is attached as Appendix C.

D. The total reimbursement for services provided under this Agreement shall not exceed Sixty Six Thousand Dollars (\$66,000.00).

5. TRAINING

A. The CONTRACTOR and its Assistants shall not be required to attend or undergo any training by the COUNTY, other than those trainings mandated by the federal, state or local law and regulations necessary to perform the services described herein. Except for those trainings mandated by federal, state or local law or regulations necessary to perform the services described herein, the CONTRACTOR shall be fully responsible for its own training

necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the CONTRACTOR and its Assistants to the COUNTY shall be that of Independent Contractors. The CONTRACTOR and its Assistants shall not be considered employees of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The CONTRACTOR and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.

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

C. The CONTRACTOR and its Assistants shall not be eligible for compensation from the COUNTY due to illness; absence due to normal vacation; or absence due to attendance at school or special training or a professional convention or meeting.

D. The CONTRACTOR acknowledges and agrees that neither the CONTRACTOR, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.

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

The CONTRACTOR shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

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

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

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

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the CONTRACTOR to perform any of the services stated herein.

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

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

8. NON ASSIGNMENT CLAUSE

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

9. STANDARD ASSURANCES

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 NYGRR 4.28).

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

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

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

10. NYSOFA TERMS AND CONDITIONS

A. The CONTRACTOR agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and

Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

- i. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
- ii. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- iii. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- iv. Older Americans Act (42 U.S.C. 3001, et seq.)
- v. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (85 FR 50121)
- vi. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11875 (32 FR 14308, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46601, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
- vii. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
- viii. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.).
- ix. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
- x. Elder Law

B. The CONTRACTOR, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The CONTRACTOR agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

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

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the CONTRACTOR agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the CONTRACTOR.

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

11. GRIEVANCE PROCEDURES

The CONTRACTOR shall implement the COUNTY'S grievance procedures as required by the NYSOFA. The written procedures are attached in APPENDIX B.

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging 2019-2020 Voucher Instructions for Units of Services Contracts, attached hereto as APPENDIX C.

C. The CONTRACTOR shall report to the COUNTY any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a COUNTY grant supported activity, or earned as a result of the COUNTY grant agreement

during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The COUNTY shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall have an independent audit conducted for the contracted program if it has provided the services described in this Agreement to the COUNTY for two (2) years or more; a copy of the audit shall be submitted to the COUNTY upon completion of the program/fiscal audit conducted by the outside auditor.

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

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

J. The CONTRACTOR shall follow close-out procedures administered by the COUNTY in accordance with 45 C.F.R. §75.381.

13. INDEMNIFICATION

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

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

C. The CONTRACTOR shall be solely responsible for all physical injuries or death to its Assistants or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, and shall hold harmless and indemnify the COUNTY

from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the CONTRACTOR, or its Assistants. The CONTRACTOR shall be solely responsible for the safety and protection of all of its Assistants whether due to the negligence, fault or default of the CONTRACTOR or not.

14. INSURANCE COVERAGE REQUIREMENTS

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

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

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

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

E. Commercial General Liability Insurance (CGL): The CONTRACTOR shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such

insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The CONTRACTOR shall have Oneida County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

- 1) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.
- 2) Coverage for sexual abuse and/or misconduct shall be included.

F. Business Automobile Liability: The CONTRACTOR shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00). Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The CONTRACTOR shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability insurance in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence and such insurance shall not be less than Ten Million Dollars (\$10,000,000.00) annual aggregate. The CONTRACTOR shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

H. Professional Liability Insurance: The CONTRACTOR shall, during the term of this Agreement, maintain a professional liability policy and shall provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

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

will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

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

K. Reimbursement to the CONTRACTOR may be suspended in the event the CONTRACTOR and its sub-contractors, if any, fail to provide the required insurance documentation in a timely manner.

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

15. REPORTING REQUIREMENTS

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

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

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

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

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

16. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the COUNTY shall coordinate referrals.

- B. The CONTRACTOR and the COUNTY shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.
- C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. AGREEMENT CANCELLATION

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

B. The COUNTY reserves the right to cancel the Agreement upon thirty (30) day written notice to the other CONTRACTOR.

C. The CONTRACTOR agrees that in the event of termination, the CONTRACTOR shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the COUNTY.

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

18. ENTIRE AGREEMENT

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

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

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

19. INCORPORATION BY REFERENCE

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

20. STANDARD ADDENDUM

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

21. CHOICE OF LAW/FORUM

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

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

22. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

23. NON WAIVER

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

24. SEVERABILITY

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

25. AUTHORITY TO ACT/SIGN

The CONTRACTOR hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by CONTRACTOR of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the CONTRACTOR; no other action on the part of the CONTRACTOR or any other person or entity, whether

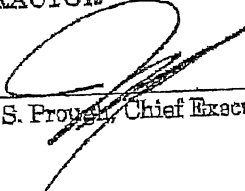
pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the CONTRACTOR to enter into this Agreement, or to consummate the transactions contemplated herein.

26. ADVICE OF COUNSEL

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


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

CONTRACTOR


Jeffery S. Proulx, Chief Executive Officer/President


5/8/2019
Date

COUNTY OF ONEIDA


Anthony J. Picentis, Jr., County Executive

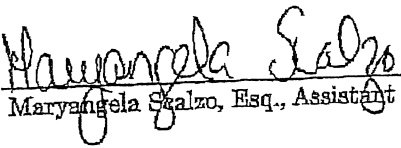
7-18-19
Date

OFFICE FOR THE AGING AND CONTINUING CARE


Michael J. Romano, Director

5/24/19
Date

Approved:


Maryangela Scalzo, Esq., Assistant County Attorney

July 15, 2019
Date

APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 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 EHS 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, 6654, 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 clients who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

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

Denial of Service or Client's Un-satisfaction of Service

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied. The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

- If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:
- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
 - The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
 - If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
 - A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2019-2020
Voucher Instructions
For Units of Services Contracts

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

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
 - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):
✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:
✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1332, 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.

- 2 4 3
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

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

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

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

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

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

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5260 ~ FAX: 315-793-6044

June 1, 2023

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

FN 20 23-215

HEALTH & HUMAN SERVICES

Re: Agreement with the City of Rome (contract 167638)

WAYS & MEANS

Dear Mr. Picente:

I am submitting the enclosed Purchase of Services Agreement for review and approval by the Board of Legislators.

The Purchase of Services Agreement with the City of Rome through its Police Department provides one Law Enforcement Coordinator specially trained in the Child Advocacy Center's protocols and procedures regarding child abuse cases. The Law Enforcement Coordinator will be assigned to the Center as part of the multidisciplinary team and act as the liaison between the Child Advocacy Center and their respective agency.

The Child Advocacy Center 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 Center with Child Protective Services, medical providers, victim advocates, counseling, law enforcement and the District Attorney's office.

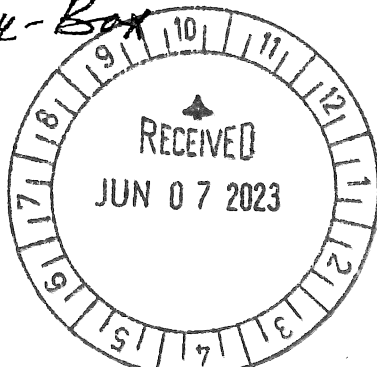
This Agreement will be effective from January 1, 2023 through December 31, 2024. The total cost is \$276,934.00: the Rome Police Department will contribute \$ 55,376.00 and the County of Oneida will contribute \$221,548.00. After reimbursement from New York State, the County's cost is \$110,774.00.

I respectfully request that this matter be forwarded to the Board of Legislators for action as soon as possible. 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 Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 6-7-23

18901

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: City of Rome
198 North Washington Street
Rome, New York 13440

Title of Activity or Services: Child Advocacy Center
Proposed Dates of Operations: January 1, 2023 through December 31, 2024

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

A multidisciplinary team will provide on-site law-enforcement, Caseworkers, victim advocacy, scheduled medical examinations, and counseling to child victims of severe abuse or sexual abuse. The contract allows for (1) Police Officer from the Rome 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 at the Child Advocacy Center. The Child Advocacy Center allows the Oneida County Department of Family and Community Services to:

- Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, Medical Providers and counseling and advocacy.
- Provide a coordinated approach in the investigation of severe 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 -

One (1) Law Enforcement Coordinator provided by the Rome Police Department will work as part of a multidisciplinary team with: two (2) Part-Time Law Enforcement Coordinators and one (1) Child Advocacy Administrator provided by the Oneida County Sheriff's Office; and one (1) Full-Time Law Enforcement Coordinator provided by the Utica Police Department.

Total Funding Requested:

Total Cost	=	\$ 276,934.00
Oneida County		\$ 221,548.00
Rome Police Department support		\$ 55,386.00

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated: Mandated to have a multidisciplinary team

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

Federal	\$	0.00
State	\$	110,774.00
Oneida County	\$	110,774.00
Rome Police Department	\$	55,386.00

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Rome Police Department as part of the Child Advocacy Center since 1990. The Rome Police Department has taken on 20% of the total cost of this contract since 2008.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Department of Family and Community Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "Department," the Department and Oneida County together shall be collectively referred to as the "County"), and the City of Rome, New York, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

WHEREAS, the County has the need for a more intensive and coordinated approach to the investigation of child sexual abuse; and

WHEREAS, the County has 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 County is in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Rome 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, THE PARTIES AGREE AS FOLLOWS:

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2023 through December 31, 2024.
2. The option to renew this Agreement under the same terms and conditions herein is at the sole discretion of the County, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. 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 (40) hours 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 Rome 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 do 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 criminal investigations 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 team 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 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 Rome 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 the 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.

III. PERFORMANCE OF SERVICES

1. The Contractor represents that it is duly licensed and has the qualifications, the specialized skills, 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 acknowledges and agrees that it has no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

IV. INDEPENDENT CONTRACTOR STATUS

1. The Parties agree that the relationship of the Contractor and the LEC to the County shall be that of Independent Contractors. Neither the Contractor nor the LEC shall be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits.

2. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the LEC under this Agreement, and for compliance with all applicable labor and employment requirements, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
3. The Contractor shall indemnify and hold the County harmless from all loss or liability, if any, incurred by the County resulting from the County not making such payments or withholdings.
4. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, both Parties 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.
5. 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 the County will not reimburse the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VI. TRAINING

1. The Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings that permit an LEC to work in the CAC. The County will pay for those specialized trainings, as allowable under the CAC grant.
2. 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.

VII. REIMBURSEMENT

1. The County shall reimburse the Contractor each month upon submission of a County voucher and data to verify the claimed expenditures. The Contractor shall attach certified copies of the assigned LEC's official time sheets to said vouchers. The Contractor shall also provide any other documentation required by the County to show the actual cost incurred.
2. The County shall reimburse the Contractor eighty percent (80%) of the cost for the services of the LEC in 2023 as detailed below. Reimbursement shall not exceed \$108,550.00 for 2023.

The remaining cost of the LEC shall be the sole responsibility of the Contractor.

• Annual Salary:	\$ 88,302
• Fringe Benefits:	\$ 30,385
• Overtime:	\$ 12,000
• Gasoline:	\$ 5,000
• Total Cost	\$ 135,687
• County 80%	\$ 108,550

3. The County shall reimburse the Contractor eighty percent (80%) of the cost for the services of the LEC in 2024 as detailed below. Reimbursement shall not exceed \$112,998.00 for 2024. The remaining cost of the LEC shall be the sole responsibility of the Contractor.

• Annual Salary:	\$ 90,951
• Fringe Benefits:	\$ 31,296
• Overtime:	\$ 13,000
• Gasoline:	\$ 6,000
• Total Cost	\$ 141,247
• County 80%	\$ 112,998

4. The total cost to the County for the duration of this Agreement shall not exceed \$221,548.00.
5. The County will not reimburse the Contractor for any time the LEC spends on matters not included in this Agreement without the prior approval of the CAC Administrator.
6. 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.
7. 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 a newly negotiated PBA Agreement increases the actual cost of the LEC to the Contractor, the Contractor shall submit a copy of the newly applicable PBA Agreement to the County, 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 eighty percent (80%) 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.

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

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

C. Professional Law Enforcement Liability Insurance amounting to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

D. Commercial Umbrella

- i. Umbrella limits must be at least \$1,000,000.
- ii. Umbrella coverage must include as additional insured all entities that are included as additional insured 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. Workers' Compensation and Employer's Liability;

- i. Statutory limits apply.
2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Professional Law Enforcement Liability or Workers' Compensation maintained in accordance with this section.
 3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a

copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the 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 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, or failure on the part of the Contractor 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 County 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. MISCELLANEOUS

1. The Parties 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 shall remain in full force and effect.
4. The Parties do hereby agree to the full performance of the covenants contained herein for

themselves and their successors and assigns.

5. The terms of this Agreement, including any attachments, amendments, addendums or appendices attached hereto, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
6. 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.

XIII. ADVICE OF COUNSEL

The Parties acknowledge that, in executing this Agreement, each party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

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


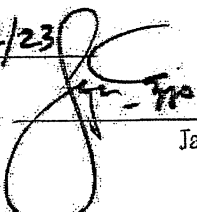
Date: _____

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

Approved: _____
Kimberly A. Kolch, Assistant County Attorney

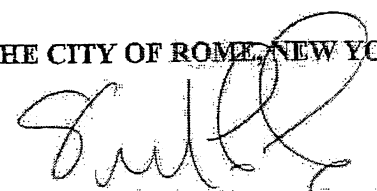
Date: 6-1-23

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

Date: 5/22/23 APPROVED MAY 22 2023 
City of Rome:  _____
Jacqueline M. Izzo, Mayor

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER, I HEREBY CERTIFY THAT THE CITY OFFICER WHO ENACTED THE SUBJECT CONTRACT ON BEHALF OF THE CITY OF ROME HAD AUTHORITY AND POWER TO SO ACT AND THAT SUCH CONTRACT IS IN PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK


GERARD F. FEENEY
CORPORATION COUNSEL

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 ensure 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 COMMUNITY AND FAMILY SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

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

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

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

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement, the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

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

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

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period 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 Statewide 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 agree that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 493 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 Community
and Family Services Contract Administration
Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

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

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

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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


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

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

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

City of Rome
NAME OF CONTRACTED AGENCY

Jacqueline M. Izzo, Mayor
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

5/30/2023
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:

Jacqueline M. Izzo

Signature:

Jacqueline M. Izzo

Title:

Mayor

Date:

3/26/2013

Witness:

[Signature]

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.
 11. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 111. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

When applicable to the services provided pursuant to the Contract:

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

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

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

c. The Contractor shall:

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 I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION

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

10. RECORDS

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

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

12. CONFLICTING TERMS

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 11. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

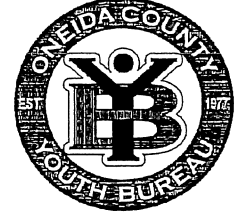
20. COMPLIANCE WITH NEW YORK STATE LABOR LAWS 201-G

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



ONEIDA COUNTY YOUTH BUREAU

Oneida County Office Building 1st floor
800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438



ANTHONY J. PICENTE, JR.
County Executive

KEVIN M. GREEN
Director

June 6, 2023

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

FN 20 23-216
HEALTH & HUMAN SERVICES
WAYS & MEANS

Re: 2023 Resource Allocation Plan

Dear Mr. Picente:

I am submitting the attached 2023 Resource Allocation Plan (RAP) for review and approval by the Board of Legislators.

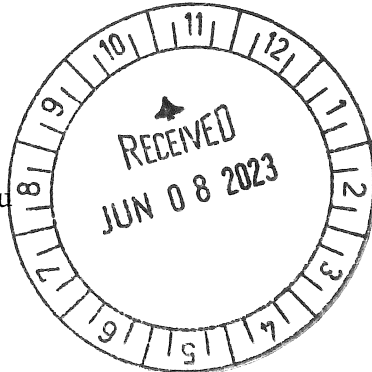
This RAP allocates funds from the New York State Office of Children and Family Services to entities contracting with Oneida County through its Department of Family and Community Services' Youth Bureau. The amount of anticipated state funding is \$310,994.00, which provides support to 22 different agencies, 11 localities, and administrative dollars for Youth Bureau staff salaries. Programs are divided into three funding categories: Runaway and Homeless Youth (RHY), Youth Development Programming (YDP) and Youth Sports and Education Funding (YSEF).

2023 is a transition year as the state has modified how money will be dispersed to Counties. The amounts in the allocation plan are estimated at 75% of last year's funding amounts and have been guaranteed by the state. It is anticipated that the remaining 25% of funding will be dispersed in September.

I am requesting approval of the RAP as well as approval of the attached contract for use as a template for all the Department's funding agreements. If this is acceptable to you, please forward to the Board of Legislators for further action. Thank you for your consideration.

Very truly yours,

Kevin M. Green
Director, Oneida County Youth Bureau



Attachment

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

Anthony J. Picente, Jr.
County Executive
Date 6-8-23

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: Various Youth Services Organizations

Title of Activity or Services: New York State Office of Children and Family Services
Resource Allocation Plan (RAP) for 2023

Proposed Dates of Operations: January 1, 2023 – December 31, 2023

**Client Population/Number to
be Served:** Oneida County Youth

SUMMARY STATEMENTS

Narrative Description of Proposed Services:

This RAP allocates funds from the New York State Office of Children and Family Services to entities contracting with Oneida County through its Department of Family and Community Services' Youth Bureau. The amount of state funding is \$310,994.00, which provides support to 22 different agencies, 11 localities, and administrative dollars for Youth Bureau staff salaries. Programs are divided into three funding categories: Runaway and Homeless Youth (RHY), Youth Development Programming (YDP) and Youth Sports and Education Funding (YSEF).

Total Funding Requested: 0

Oneida County Dept. Funding Recommendation:

Mandated or Non-mandated: Mandated Service

Proposed Funding Source (Federal \$ /State \$ / County \$): \$310,994.00, 100% State funding

Cost Per Client Served:

Past performance:

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York having principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York (hereinafter collectively referred to as the "County"), and _____, a _____ under the laws of New York State, having its principal offices at _____ (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County, through its Department of Family and Community Services' Youth Bureau, has been allocated funds from the New York State Office of Children and Family Services ("OCFS") that shall be used to reimburse the County for expenditures made in accordance with OCFS approved program applications and budgets; and

WHEREAS, the Contractor has submitted an application and budget for a youth services program for the 2023 program year, which have been approved for funding by OCFS ("Program");

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

I. PROGRAM DESCRIPTION

The Contractor shall perform the Program in accordance with the rules and regulations of OCFS, the Children and Family Services Plan guidelines, OCFS fiscal policies, and as set forth in the Program Application (Exhibit A) and Program Budget (Exhibit B), copies of which are attached hereto and incorporated by this reference as if fully recited herein.

II. AGREEMENT TERM

This Agreement shall commence January 1, 2023 and continue through December 31, 2023, unless otherwise terminated as provided herein.

III. EXPENDITURES

All expenditures must be made in accordance with the approved Program Application and Program Budget.

IV. PAYMENT

A. The County shall disburse funds in two allocations as funds are released to the County by OCFS. Payments are contingent upon submission of a completed County voucher and supporting documents which conform to applicable federal and state laws, rules, regulations, OCFS fiscal

policies, procedures, and requirements, including those established by the Comptroller of the State of New York and which are acceptable to OCFS as proof of expenditures.

B. The first allocation from the County to the Contractor for the Program described herein shall be \$ _____. This amount is an estimation based on the Contractor's 2022 allocation. Additional funds may be released by OCFS for this Program, but are not guaranteed. Additional funds, if received by the County, will be remanded to the Contractor in a second allocation. Total payment from the County to the Contract shall not exceed \$ _____.

V. PERFORMANCE OF SERVICES

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

B. The Contractor may, at its own expense, employ or engage the services of such employees and/or partners as the Contractor deems necessary to perform the Program (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 Program by the Assistants in a manner satisfactory to the County and in compliance with 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 Assistances 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.

VI. 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 its Assistants shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not be reason thereof, make any claim, demand or application to or for any right or privilege application 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 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 illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor acknowledges and agrees that its Assistants shall not 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 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.

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 Services, 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 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.

VII. TERMINATION OF FUNDING BY THE COUNTY

If the County is notified that local, state or federal funds are unavailable for this Program, the County may terminate this Agreement and permanently withhold the payment of all or a portion of the funds.

VIII. INDEMNIFICATION

The County is a funding source only and does not participate in or direct the Program or any of the activities or services of the Contractor. Accordingly, the Contractor understands and agrees that the County, its directors, officers, employees, and agents shall not be liable for any of the Contractor's contracts, torts, or other acts or omissions, or those by the Contractor's directors, officers, members, Assistants, or Program participants. The Contractor understands and agrees

that the County's insurance policies do not extend to or protect the Contractor, or the Contractor's directors, officers, members, Assistants, or Program participants. The Contractor understands and agrees that the County will not provide any legal defense for the Contractor or any such person(s) in the event of any claim against any or all of them. The Contractor shall indemnify and hold the County, its directors, officers, employees, and agents harmless from all liability, including, but not limited to, the costs of defense from the contracts, torts, or other acts or omissions of the Contractor, its employees, directors, officers, employees or other of the Contractor's partners in any way connected with any activity of the Contractor, including, but not limited to, the Program described herein. The liability of the Contractor under this Agreement is absolute and is not dependent upon any question of negligence on its part.

IX. NON-DISCRIMINATION

The Contractor agrees that in providing the Program under this Agreement, the Contractor's Assistants shall not discriminate on the basis of race, color, national origin, religion, age, disability, sexual orientation, gender identity, or veteran status either in its employment practices or in its policies or procedures concerning access to the Program described herein.

X. INSURANCE

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

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Abuse and Molestation coverage must be included.
 - c. Oneida County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
2. Workers' Compensation and Employer's Liability at New York statutory limits.
3. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident.
 - a. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

- b. 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.

4. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- 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 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, BAL, and 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 will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

XI. CHOICE OF VENUE

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

XII ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel or supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto.

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

ONEIDA COUNTY

Anthony J. Picente, Jr., County Executive

Date

Colleen Fahy-Box, Commissioner of Social Services

Date

Kevin M. Green, Youth Bureau Director

Date

CONTRATOR

Contractor

Date

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

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
RESOURCE ALLOCATION PLAN

Submitted herewith and incorporated herein is the Resource Allocation Package for Oneida County, containing the youth services program and project applications for the 2023 program year. This submission is one of the required components of the Children and Family Services Plan, which was approved by the Office of Children and Family Services (OCFS) on 02/10/2023.

The signing of this plan by the above-named County will qualify the County for State reimbursement for the program year, in accordance with OCFS's allocation of funds appropriated for counties engaged in comprehensive planning for the Children and Family Services Plan, provided that the youth services are rendered in accordance with the Rules and Regulations of OCFS and the Children and Family Services Plan guidelines and OCFS fiscal policies. Subject to the provisions hereof, the amount approved for allocation to the County is \$ 310,994.00 as delineated in the program summary submitted herewith and incorporated herein.

OCFS will reimburse the County directly for expenditures relating to this Resource Allocation Package. OCFS will reimburse the County for expenditures made in accordance with the approved Program Applications and Budgets for the agencies listed on the program summary submitted herewith. Reimbursement will be made to the County only after the submission of vouchers and supporting documents which conform to applicable federal and State laws, rules, regulations, OCFS fiscal policies, procedures, and requirements, including those established by the Comptroller of the State of New York, and which are acceptable to OCFS as proof of expenditures. The County will submit, upon request, adequate and acceptable documentation to substantiate claims for reimbursement.

The County shall retain the overall responsibility to monitor and ensure the maintenance and availability of complete financial and project records for all programs. Within six weeks of the end of the program period, the County will submit Program Annual Reports on forms supplied by the Office of Children and Family Services.

The County agrees to permit on-site inspections and financial audits during the term of this Resource Allocation Plan and at any time thereafter by authorized representatives of OCFS and the New York State Comptroller, to keep records necessary to assure proper accounting for program funds, and to disclose fully the receipt and disposition of funds received under this Plan. The County agrees to allow OCFS, or its representatives when specifically directed by OCFS, to take possession of all books, records, and documents relating to this Plan provided, however, that OCFS will return to the County such books, records, and documents upon completion of OCFS's official purpose. Any change or modification in the services to be rendered, or in the program budgets, must be approved in writing by OCFS, which reserves the right to modify the services rendered by the County or the program budgets at its discretion or when such modifications may be required by the State Comptroller.

OCFS may withhold approval for State Aid reimbursement for youth programs included in the Resource Allocation Package when there is noncompliance with this plan and/or the above referenced Rules, Regulations and Guidelines, or when the county does not have a Children and Family Services Plan approved by OCFS. This plan shall be deemed executory to the extent of monies made available to OCFS from the State of New York for Local Assistance programs and no liability on account thereof shall be incurred by OCFS or the State of New York beyond monies made available for such purposes.

The County certifies that a resolution was properly passed by the County Board approving this Resource Allocation

COUNTY CHIEF EXECUTIVE OFFICER:

COUNTY FISCAL OFFICER:

Signature:

Signature:

Date:

Date:

Print Name: Anthony J. Picente Jr.

Print Name: Joseph J. Timpano

Title: Oneida County Executive

Title: Oneida County Comptroller

Address: 800 Park Avenue, Utoca, NY 13501

Address: 800 Park Avenue, Utoca, NY 13501

Oneida County 2023 OCFS Allocation

2023: TRANSITION YEAR, County contract for calendar year, 2 OCFS funding years: Jan-Sept '23 AND Oct -Dec '23

2021 Youth Population under 24 Years Old: 71,479

2023 YDP *Projected* = \$220,796.00

*Note: 15% of YDP money may be used for Administrative = \$33,119

Guranteed OCFS Funding: Jan 2023 - Sept 2023

Run Away and Homeless Youth Part 1	\$ 44,295
Run Away and Homeless Youth Part 2	\$ 53,438
Youth Development Program	\$ 165,597
YSEF	\$ 47,664
<i>2023 Allocation Jan '23-Sept '23</i>	<i>\$ 310,994</i>

FINAL Allocation may differ as the remainder of the funds are anticipated to be released in September (in line with the State Budget Process (April 1st - March 31st)).

Oneida County 2023 OCFS Allocation

2023 YDP Breakdown

	Jan- Sept 75%	Oct - Dec 25%	2022
<u>Catholic Charities:</u>			
Adolescent Parenting	\$—————	\$—————	\$ 5,824
<u>CFLR:</u>			
Compeer for Kids	\$ 5,852	\$ -	\$ 7,802
Juvenile Perpetrators	\$ 3,991	\$ -	\$ 5,321
Partner in Prevention	\$ 5,431	\$ -	\$ 7,241
Sexual Abuse Treatment	\$ 4,085	\$ -	\$ 5,446
<u>Co-Op Extension:</u>			
4-H Outreach	\$ 5,258	\$ -	\$ 7,010
<u>**Dodge Pratt Art & Comm Ctr:</u>			
Teens and Tweens Pick-up Steam	\$ 3,620	\$ -	\$ 3,370
<u>**Empowered Pathways:</u>			
Project STAMP	\$ 5,480	\$ -	\$ 5,851
<u>Johnson Park:</u>			
Children's Center	\$ 6,452	\$ -	\$ 8,603
<u>Neighborhood Center:</u>			
Outreach and Prevention	\$ 6,746	\$ -	\$ 8,994
Project Aim	\$ 8,789	\$ -	\$ 11,739
<u>OC Probation:</u>			
Initial Response Team (IRT)	\$ 10,343	\$ -	\$ 13,791
<u>OC Workforce Development:</u>			
Green Corps	\$ 6,750	\$ -	\$ 9,000

Oneida County 2023 OCFS Allocation

2023 YDP Breakdown Continued

	Jan- Sept 75%	Oct - Dec 25%	2022
<u>Thea Bowman</u>			
Kids with Promise	\$ 7,570	\$ -	\$ 10,100
<u>The Root Farm:</u>			
School Break Day Camp	\$ 7,898	\$ -	\$ 10,531
<u>**Salvation Army-Utica:</u>			
Get Yourself Motivated (GYM)	\$ 3,612	\$ -	\$ 3,360
<u>**Salvation Army-Rome:</u>			
Salvation Army Youth Enrichment SAYES	\$ 2,998	\$ -	\$ 2,521
<u>Utica Safe Schools:</u>			
Underground Teen Center	\$ 7,652	\$ -	\$ 7,049
<i>Note: Teen Center to receive Mentoring's 2022 allocation of \$3,153</i>			
Mentoring Through Basketball	\$ —	\$ —	\$ 3,153
<u>YWCA of Mohawk Valley:</u>			
Adolescent Outreach	\$ 5,216	\$ -	\$ 6,955
<u>Youth Bureau Administration:</u>			
	\$ 13,839	\$ -	\$ 33,120
<i>Note: Jan '23 - Sept '23: 45% of projected yearly allocation of \$33,120</i>			

****These programs will receive an overall increase for 2023 of \$1456.00 for 2023**

Total:	\$ 121,583	\$ -	\$ 176,781.00
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Oneida County 2023 OCFS Allocation

YSEF Projected Breakdown

	Jan - Sept 75%	Oct - Dec 25%	2022
<u>Catholic Charities:</u>			
Camp Nazareth	\$ 9,533	\$ -	
<u>The Salvation Army - Utica</u>			
Long Point Summer Camp	\$ 9,533	\$ -	
<u>The Salvation Army - Rome</u>			
Long Point Summer Camp	\$ 9,533	\$ -	
<u>Wilson's Cops and Kids</u>			
Boxing Program	\$ 9,533	\$ -	
<u>Mohawk Valley Boxing Assoc.</u>			
VBA Boxing Program	\$ 9,532	\$ -	13,602
TOTAL:	\$ 47,664	\$ -	\$ 13,602

Oneida County 2023 OCFS Allocations

Locality Breakdown

Localities to receive 100% of their yearly allocation Jan - Sept

	Jan - Sept		2022	
	100%			
*City of Rome (Juvenile Aid)	\$ 3,511	\$ -	\$ 3,215	
*City of Rome (Summer Rec)	\$ 3,511	\$ -	\$ 3,215	
City of Utica (Dick Miller)	\$ 6,572	\$ -	\$ 6,572	
*City of Utica (Juvenile Aid)	\$ 6,868	\$ -	\$ 6,572	
City of Utica (Recreation Safety)	\$ 14,603	\$ -	\$ 14,604	
*Town of Floyd	\$ 1,464	\$ -	\$ 1,165	
Town of New Hartford Youth Employment	\$ —	\$ —	\$ 2,667	
*Village of Camden	\$ 1,526	\$ -	\$ 1,230	
*Village of New York Mills	\$ 1,511	\$ -	\$ 1,215	
*Village of Oriskany	\$ 1,461	\$ -	\$ 1,165	
*Village of Oriskany Falls	\$ 1,461	\$ -	\$ 1,165	
*Village of Waterville/Sangerfield	\$ 1,526	\$ -	\$ 1,230	
Total:	\$ 44,014		\$ 44,015	

*Note: Increase of \$296 to all Localities except City of Utica Dick Miller & Recreation Safety

Oneida County 2023 OCFS Allocation

Runaway and Homeless Youth Part 1 & 2 Breakdown

	Jan- Sept 75%	Oct-Dec 25%	
<u>Part 1</u>			
MVCAA:			
RHY Outreach	\$ 19,932	\$ -	\$ 50,000
<u>Part 2</u>			
ICAN			
Transitional Life Skills	\$ 6,412	\$ -	\$ 15,000
ICAN			
Evelyn's House	\$ 71,389	\$ -	\$ 102,729
Total:	\$ 97,733	\$ -	\$ 167,729



**Office of Children
and Family Services**

KATHY HOCHUL
Governor

SUZANNE MILES-GUSTAVE, ESQ.
Acting Commissioner

**Resource Allocation Plan (RAP)
Alternate Authorized Voucher Signee – 2023**

In addition to the County Fiscal Officer listed on the attached, Signed RAP Agreement, the following person is also authorized by Oneida County to sign claims for reimbursement.

Name: Kevin M. Green

Title: Youth Bureau Director



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 20, 2023

FN 20 23-217

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Appointment of Colleen Fahy-Box as Commissioner of Social Services

Honorable Members:

In accordance with Article X, Section 1001 of the Oneida County Charter; Article X, Section 1001 of the Oneida County Administrative Code; and Section 116 of New York State Social Services Law, I submit to you my appointment of Colleen Fahy-Box as Commissioner of Social Services for a five (5) year term commencing June 12, 2023 and expiring June 11, 2028 at Grade 49M, off Step with a salary of \$150,990.

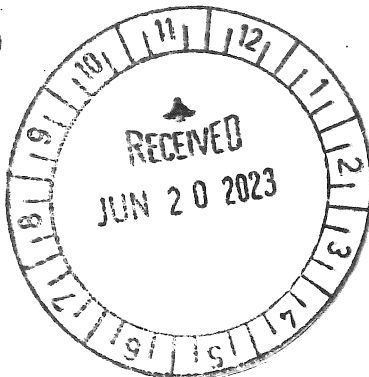
Ms. Fahy-Box has done an exemplary job in her role as Commissioner of Social Services since first being appointed as Acting Commissioner in November, 2017, and throughout her first five-year term as Commissioner beginning on June 13, 2018.

I request that this appointment be placed on the Agenda for consideration at your next meeting.

Thank you for the Board's kind attention to this matter.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive





Mary E. Finegan
Oneida County Clerk
CLERK OF ONEIDA COUNTY

County Office Building – 800 Park Avenue – Utica, New York 13501

June 14, 2023

FN 20 23-218

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

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear County Executive Picente:

Attached for your review is a contract between Info Quick Solutions Inc. and the Oneida County Clerk's Office. Our current contract with Info Quick Solutions Inc. expired on April 30, 2023. This is a new five (5) year contract. This system is in use in the Clerk's Office and currently houses the searchable database of property information, civil court filings and all other records that are kept in the Clerk's Office.

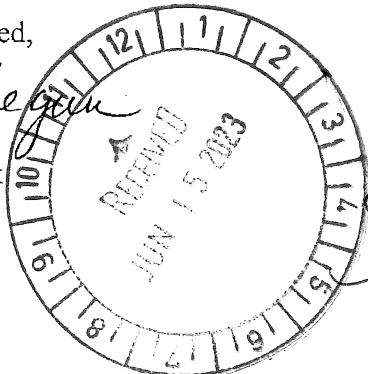
This system is fully Web enabled. IQS, Inc. has developed technological advancements to keep progressing the County Clerk's Office as we are now e-filing and e-recording our records. The total cost of the contract is projected at \$899,500.00 over five (5) years.

This Agreement requires Board of Legislators approval at the next meeting date.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Respectfully submitted,

Mary Finegan
Mary Finegan
Oneida County Clerk



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

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

Date 6-14-23

Oneida Co. Department: County Clerk

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Info Quick Solutions, Inc.
6035 Corporate Drive
Syracuse, New York 13057

Title of Activity or Service: Integrated Records Management System

Proposed Dates of Operation: May 1, 2023 – April 30, 2028

Client Population/Number to be Served: Customers of the County Clerk’s Offices

Summary Statements

- 1) **Narrative Description of Proposed Services:** The vendor will provide an electronic document management system that integrates all aspects of the county clerk’s office including fee management, records management for both land and court records, along with the ability to accept these records in either a digital format or a paper format and the ability to access this information on the internet and to retain the images for preservation by converting digital images to silver microfilm.
- 2) **Program/Service Objectives and Outcomes:** Provides accurate and efficient record management services to the public.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$899,500.00

Account #1410-495-000

Oneida County Dept. Funding Recommendation: \$899,500.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

**AGREEMENT FOR
INTEGRATED RECORDS MANAGEMENT SYSTEM**

This Agreement is made on this ____ day of _____, 2023 between the County of Oneida ("County"), a municipal corporation organized under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 and Info Quick Solutions, Inc., a corporation organized under the laws of the State of New York, with its principal offices located at 6035 Corporate Drive, East Syracuse, New York, 13057 ("Contractor"). each a "Party," and collectively, the "Parties."

WITNESSETH

WHEREAS, the County desires to establish a professional services agreement with Info Quick Solutions, Inc., that will facilitate the integration of certain aspects of the Oneida County Clerk's office including but not limited to fee management, records management for both land and court records, along with the ability to accept these records in either digital or paper format and ability to access information on the internet along with the retention of images for preservation and providing new data capabilities to maximize financial resources; and

WHEREAS, this Agreement is intended to assist in augmenting the County Clerk's maintenance of records, financial responsibilities and performance; and

NOW, THEREFORE, the Parties hereto, in consideration of mutual covenants herein contained, do hereby agree as follows:

1. SERVICES

The Contractor shall perform the services as described in the attached proposal dated February 9, 2023. ("RFP proposal") This RFP proposal was accepted as meeting the terms of Oneida County RFP #2023-331. A copy of this RFP proposal is attached and incorporated herein as Exhibit A.

2. PAYMENTS and TERM

A. The term of this Agreement will be for a period of Five (5) years beginning on May 1st, 2023 and ending April 30th, 2028. The County shall pay the Contractor a total not to exceed \$12,200.00 (fourteen thousand two hundred dollars) per month for a period of sixty (60) months for the services identified in Section E of the RFP proposal. Unless specifically agreed otherwise, payment shall be made after:

- i. The submission to the Oneida County Clerk by the Contractor of a voucher, (vouchers may be submitted monthly) prepared on a duly certified County form, itemizing the services and the charges; therefore, and

- ii. The approval of the voucher by said County Clerk and audit by the County.
- B. The County shall also pay the Contractor, as an optional service \$1.50 (one and 50/100s dollars)/roll per year, as needed, to be billed annually, not to exceed \$9,500.00 per year for microfilm storage services for a period of five (5) years from the date of production of the microfilm roll as identified in Section E of the RFP proposal. Unless specifically agreed otherwise, payment shall be made after:
 - i. The submission to the Oneida County Clerk by the Contractor of a voucher, prepared on a duly certified County form, itemizing the services and the charges therefore; and
 - ii. The approval of the voucher by said County Clerk and audit by the County.
- C. Interest on monies advanced to the Contractor by the County and invested by the Contractor prior to payment for an authorized expense shall belong to the County and may be deducted from any payment coming due to the Contractor or shall be reimbursed to the County by the Contractor upon demand by the County.

3. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants to the County that:

- A. The Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform the services specified in this Agreement.
- B. The Contractor has not been convicted of a crime under the laws of the United States or of any state; that the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government.
- C. No officer or employee of the County has an interest in this agreement which would disqualify the Contractor from performing this Agreement and receiving payment therefore.
- D. The Contractor's facilities, if used in the performance of this Agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

4. APPROPRIATIONS

If this Agreement is funded by a grant or contract between the County and the State or Federal governments or is otherwise subject to legislative appropriation, the County shall not be liable beyond the funds authorized by such legislation or provided by the County, State or Federal governments. In the event that such funding shall be terminated or reduced, this Agreement shall end on the effective date of notice of termination. The County shall remain liable for all charges and expenses incurred prior to the date of termination of funds. If funding is reduced below the level authorized by the County and the parties do not desire to terminate this Agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the County to the Contractor.

5. 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, which shall at no point be a period of less than six (6) years.
- B. 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.
- C. 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.

6. INSURANCE

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. 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).
 - ii. Workers Compensation and Employers Liability
 - a. Statutory limits apply.
 - iii. Automobile Liability
 - a. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
 - iv. Commercial Umbrella
 - a. Umbrella limits must be at least \$1,000,000.
 - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Workers' Compensation and Employer's Liability coverages maintained by the County of Oneida.

v. Professional Liability

a. Professional Liability limits including errors & omissions coverage at limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.

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

c. Professional Liability coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

vi. Cyber Liability Insurance

a. Cyber Liability Insurance limits not less than \$2,000,000 per occurrence and an aggregate of \$2,000,000.

b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor and shall include, but not limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

c. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- d. The police shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- B. Waiver of Subrogation: The Contractor 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 Employers Liability insurance maintained per requirements stated above.

- C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to 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 30 days prior written notice has been given to the County.

- D. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:
 - i. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements); and
 - ii. The Contractor will maintain similar insurance for at least five (5) years following final acceptance of the services; and
 - iii. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
 - iv. Immediate notice shall be given to the County through the County's Commissioner of Finance of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement; and
 - v. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.

7. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives, 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 the County caused by any negligent act or omission, or intentional misconduct of the Contractor, its officers, agents, subcontractors, employees (including Contractor's Authorized Personnel) arising out of or in connection with the exercise by Contractor or any of 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, and/or its officers, agents and employees. subcontractors or affiliates.
- B. To the fullest extent permitted by applicable law, the County shall indemnify and hold harmless, and at Contractor's option, defend, Contractor, and/or its officers, directors, members, agents, employees, subcontractors 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, 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 the Contractor caused by any negligent act or omission, or intentional misconduct of the County, its officers, agents, employees (including the County's Authorized Personnel) arising out of or in connection with the exercise by the County or any of the County'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 Contractor, and/or its officers, agents and employees, subcontractors or affiliates.

8. MONITORING OF PERFORMANCE

The County shall have the right during the term of this Agreement and for the period limited by the applicable statute of limitations, in any event a period of no less than six (6) years, to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of the Contractor's records and agrees to provide to or permit the County to obtain copies of any documents relating to the performance of this Agreement. The Contractor shall maintain all records required by this paragraph for seven years after the date this agreement is terminated or ends.

9. ASSIGNMENT AND SUBCONTRACTING

This Agreement is binding on the heirs, successors, and assigns of the parties. The Contractor shall not assign any of its rights, interests, or obligations under this agreement, or subcontract any of the services to be performed by it under this Agreement, without the prior express written consent of the County.

10. 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 location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- B. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as 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. The Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- C. The Contractor acknowledges and agrees that 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.

11. INDEPENDENT CONTRACTOR

- A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of an Independent Contractor. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its Assistants, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that neither it, nor any of its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof,

make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

- B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement and may continue to make its services available to the public.
- C. The Contractor and its Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- D. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The 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.

12. 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.

13. TRAINING

Neither the Contractor, nor its Assistants, shall be required to attend or undergo any training by the County. The Contractor 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.

14. 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.

15. DEFAULT

A. The Contractor shall be in default upon:

- i. Its failure to comply with any term or condition of this Agreement; OR
- ii. The filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency; OR
- iii. Its failure to comply with any statute or regulation applicable to the performance of this Agreement; OR
- iv. The determination that any representation or certification made under this Agreement is untrue; OR
- v. Failure to maintain adequate insurance; OR
- vi. Failure to maintain adequate books and records.

B. If the Contractor defaults, the County may, at its option:

- i. Terminate this Agreement; and
- ii. Recover counsel fees and all costs incurred to enforce this Agreement; and

- iii. Obtain replacement goods or services and hold the Contractor responsible for the replacement costs or expenses; and
 - iv. Pursue such other remedies as may be available under law or this Agreement.
- C. Please note, all remedies available to the County under Section 15(B), above, are cumulative.

16. TERMINATION

- A. The County may, by written notice to the Contractor effective upon delivery pursuant to the notification terms in Section 18 below, terminate this Agreement at any time upon the Contractor's default. Either party may terminate this Agreement without cause by giving 30 days' written notice to the other party.
- B. Upon termination of this Agreement, the Contractor shall comply with all County close-out procedures, including, but not limited to:
 - i. Accounting for and refunding to the County within 30 days, any unexpended funds which have been paid to the Contractor pursuant to this Agreement; and
 - ii. Not incur any further obligations pursuant to this Agreement after the termination date; and
 - iii. Submit to the County, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to Contractor's performance of this Agreement; and
 - iv. Furnishing within 30 days an inventory to the County of all equipment, appurtenances and property purchased by the Contractor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.
- C. If the County terminates this Agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the County to complete the services herein will be charged to the Contractor and/or set off against any sums due the Contractor.
- D. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the Agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the

Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

17. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alterations or modifications of 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.

18. NOTICES

All notices required by this Agreement shall be sent to the addresses set forth above. Notices by the Contractor shall be addressed to the County Clerk, with a copy to the Oneida County Attorney. Notices shall be personally delivered or mailed by certified mail, return receipt requested. The parties may give written notice of a change of address. Notices may be given by facsimile transmission, provided that notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission.

19. NON-DISCRIMINATION

- A. The Contractor acknowledges receipt of a copy of the County Equal Employment Opportunity Statement, a copy of which is reproduced below. The Contractor assures the County of Oneida that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.
- B. The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is

executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

C. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT:

The County of Oneida will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Oneida County facilities on a non-discriminatory basis.

Oneida County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

20. GOVERNING LAW AND CHOICE OF FORUM

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.

21. AUTHORIZATION

This agreement is authorized by Resolution No. ____ adopted by the Oneida County Legislature on _____.

(This section intentionally left blank)

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed.

For Oneida County:

Anthony J. Picente, Jr.
County Executive

Date

For the Contractor:



Print Name: Brian Owens
Title: Vice President, Sales

6/14/23

Date

Approved:

Robert R. Reitinger
Assistant County Attorney

Exhibit A



Info Quick Solutions, Inc.
7460 Morgan Rd. Liverpool, NY 13090
briano@iqsworks.com • (800) 320-2617

February 9, 2023

Oneida County Clerk's Office
Hon. Mary Finegan, County Clerk
800 Park Avenue, Fifth Floor
Utica, NY 13501

Dear Ms. Finegan:

Info Quick Solutions (IQS) is pleased to respond to Oneida County's request for proposals #2023-331 for an electronic document and financial management system. We have reviewed the requirements set forth in the RFP and accept the scope of services and all other requirements, terms, and conditions contained therein.

We at IQS have enjoyed our partnership with the Oneida County Clerk's office over the past 16 years. During this time, we have produced many results together, including:

- Streamlined and integrated **E-Filing** process
- Implemented **E-Recording** of land records, improving document processing efficiency and turnaround
- Provided modern **online records search**, increasing constituent access to records and creating a revenue stream for the County
- Provided **backfile conversion** of paper records into the County Clerk system
- Implemented **real property module** allowing collaboration between departments

We would be pleased to continue our work with the County with a system that can expand well into the future. Please feel free to reach out to me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "BJO", written over a light blue horizontal line.

Brian J. Owens
Vice President of Sales



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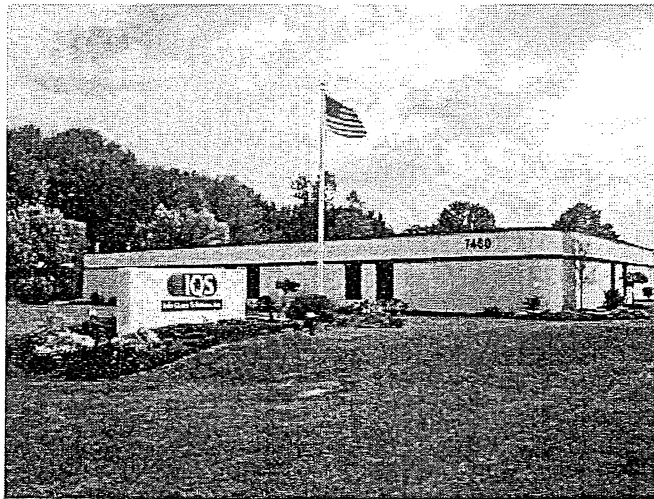


In addition to our best-in-class software suite, we deliver world-class support. This proposal includes unlimited on- and off-site support. Calls to our office are answered by live people and routed to the appropriate support person, who is empowered to solve any problems that may arise.

IQS is excited by the opportunity to continue our partnership with the Oneida County Clerk's Office with a system that can expand well into the future.

Company Profile

IQS is a privately held, veteran-owned, debt-free New York State corporation specializing in records management services. Our founder, Bernie Owens, has decades of experience in the field and has spearheaded numerous industry innovations throughout his career.



Our Liverpool, NY facility includes a state-of-the-art microfilming and imaging lab, indexing department, support center, programming staff, and data center. We employ approximately 50 people, representing many collective years of experience. We pride ourselves on high staff retention, which correlates to our excellent customer service and ability to innovate.

As an industry leader in land records management, IQS has deep knowledge and expertise in the business operations of the County Clerk's office. We provide a wide range of solutions to municipalities of all sizes in New York, Pennsylvania, Connecticut, Rhode Island, Maine, and New Jersey. IQS has implemented more than 100 installations.



B. Proposed Solution

1. System Overview

Our software suite, Solution, integrates all office functions into a user-friendly and easily-adaptable interface. It is designed using Microsoft .NET technologies.

The application logic resides in modules that are independent of both the database and the user interface. This architecture allows functionality to be delivered to both Windows desktop clients and intranet/internet Web clients.

The system features a flexible workflow that can be adjusted as the situation demands. Administrators may easily identify the status of all documents via a real time "Work Status" console which facilitates ad hoc adjustments to workflows.

Users can scan documents at any time during the workflow, including prior to recording.

Technology Architecture

Program: Microsoft .NET

Database: Oracle

Server: Windows Server 2014 or higher

Workstation: Windows 10 Professional or higher

IQS does not use any proprietary hardware. We can provide hardware recommendations based on our experience with a variety of devices.

Security

The application security model uses a familiar users and groups structure. User access to screens and/or specific functions on a screen is easily controlled within the system. Sealed documents require users to have additional security credentials.

The system requires a username and password for access. Security levels are controlled by the system administrator using a flexible administrative interface within the program. Various access levels are granted for processing rights such as scanning, indexing, cashiering, reporting, and searching. Additional access levels are granted for supervisory functions such as voiding, revising/editing transactions, rescanning, deleting records, etc.

The system maintains extensive audit logs which record all modifications made to transactions and the administrative tables.



2. Software Features

Data Entry

Data entry screens are optimized for efficiency and accuracy. Where appropriate, data fields have autofill or select lists to minimize keystrokes. Repeated data may be carried over from one screen to the next, from one document to the next, or held in a clipboard ring. Validation and auto-cleanup rules may be applied to fields to ensure consistency of data. Document screens automatically reconfigure to show fields specific to the current document.

Fees

Fee formulas may be configured for document groups or individual document types. Fee line items may be exempted or overridden. Pricing for fees (cost per page, per name, etc.) is easily changed by an authorized user. Receipts may be configured to print in either detail or summary mode.

Cashiering

The system contains a fully integrated cashiering module. All tax and fee calculation methods are supported.

Main features include:

- Ability to optionally fully index a document at the counter
- Ability to optionally scan at the counter
- Easily rearrange documents on a receipt prior to recording
- Ability to quickly enter multiple documents of the same type (e.g. tax liens)
- Ability to suspend a transaction
- Ability to automatically generate rejection letters
- Ability to automatically generate certified copies
- Simple one-click method to manage apportionments
- Integration with Quick Books
- Integration with financial packages (e.g. MUNIS)

Indexing

Indexing can be performed at either the cashiering stage or later. The indexing module features a queue allowing the user to predefine attributes of the documents to be indexed (e.g. deeds only) or simply request the next document in the queue.



Main features include:

- Optimized screen layout for indexing from the scanned image
- Dual monitor support
- Multiple devices to facilitate more efficient indexing (lookup tables, repeat keys, etc.)
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

Verification

The verification module provides ultimate flexibility for the user. The system supports sight, key, and combination verification options. Selection criteria may be defined by the user in the same manner as the indexing module.

Main features include:

- Optimized screen layout for verifying from the scanned image
- Dual monitor support
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

Imaging

The system supports both single and batch scanning during any point in the workflow. The scanning module contains numerous automatic and manual cleanup functions as well as the ability to skip blank pages and automatically detect the page length.

E-Recording/E-Filing/E-Tax Warrants/Corporations

The system features full integration of E-Recording and is operational in 34 New York counties. IQS partners with the County's current E-Recording vendors.

The E-Filing module is seamlessly integrated with the NYSCEF system and is operational in 35 New York counties, with new counties being added on a regular basis.

IQS has partnered with the New York State Department of Tax and Finance to receive Tax Warrants, Satisfactions, and Vacates electronically, saving the County a tremendous amount of time.



Corporations may also be electronically filed with a few clicks of the mouse.

Public Search

The in-office public search module is simple enough for the average user, yet powerful enough for the professional.

Main features include:

- Ability to view results in index or document mode
- Ability to simultaneously search multiple names, document types, and municipalities
- Ability to search names on both sides of a document (e.g. Deed where John Smith is the Grantor and Mary Jones is the Grantee)
- Document cart for easy printing of entire documents or specific pages
- Supports escrow or drawdown accounts for document printing
- Features document queue for the general public prints, allowing prints to be released when payment is collected.

The system also includes an internet access component at **SearchIQS.com**. IQS handles customer support, maintenance, and fee collection. Public users will only see documents designated by the County Clerk; staff members can be given password-protected access to other data.

Images and data from the County's in-house production server are replicated and stored on a web server maintained at our Liverpool, NY facility. IQS maintains redundant fiber-optic lines to maximize system uptime and an automatic natural gas generator to provide service continuity.

Reporting

The application uses Crystal Reports as the main report engine. Reports can be printed or exported in several formats including Microsoft Word, Excel, and PDF.

The Report Explorer module categorizes and displays the authorized reports for each user. Reports can be archived for future reference.

IQS will develop custom reports as needed at no extra cost to the County.



Archiving

A variety of archiving methods are available to ensure the permanence of the County's critical data. The system provides a simple method to prepare scanned images for conversion to archival microfilm. Images can be exported to a variety of formats suitable for archiving, including TIFF and PDF.

Pistol Permit Management

An integrated pistol permit management program is included in the proposed solution. This module prints permit cards, generates amendments, manages fee, and allows for document imaging.

New York State Real Property Notification Law

Solution will calculate appropriate fees and generate property notification letters required by the State (Real Property Law §291) for residential deeds. Users are able to index all necessary fields.

The software is fully compliant with New York State law. IQS will make changes to adhere to future legislation at no charge to the County.



3. Value-Added Considerations

In addition to the core functionalities of the records management system, the following value-added considerations are included in the proposal at no charge.

Real Property Module

Deeds and RP 5217 forms can be electronically submitted to the Real Property office for review and electronic delivery to local assessors. No paper needs to be generated during this process.

Fines Module

The fines module enables the setup and collections of fines (DWI, DNA, etc.) The program features the ability to prioritize and automatically apply payments in the correct order. Payments flow directly into the AC909 report for further efficiency. The module also features a robust set of statistical and collections reports.

Passport Module

The proposed system includes a passport transmittal module that includes the ability to collect application fees and generate transmittals (normal and expedited).

Fraud Alert

Fraud Alert allows users to sign up online and receive email alerts whenever a document is recorded under their name in the County Clerk's office. It gives homeowners peace of mind and allows them to quickly take action on unauthorized transactions. IQS offers this service at no cost to the County or its constituents. It is available at <https://searchiqs.com/fraudalert>.

Data Integration

A great deal of information originating in the County Clerk's office is consumed by other departments, such as Real Property and Finance. IQS is eager to work with counties who wish to make that process more efficient and accurate. It is rare that these efforts result in extra fees.



4. Ongoing Services

Training and Support

Unlimited training and support are included for the duration of the contract. This includes both remote and on-site methods, depending on the situation.

IQS provides email and toll-free telephone support Monday through Friday from 8:00 AM to 5:00 PM EST.

Our support procedure is as follows:

1. Call or email is received by technical support personnel
2. Severity level is determined
3. Support specialist responds within required time frame
4. Problem resolution

IQS responds to support calls in relation to problem severity. For example, mission critical failures such as the system being down will receive immediate action. IQS will respond to less severe issues within one hour.

Software Updates

Our philosophy is that software is never done. As a result, feature updates and enhancements are provided at no additional charge during the contract.

Historically, major updates have been delivered every six months. This occurs primarily through a VPN connection during non-business hours.

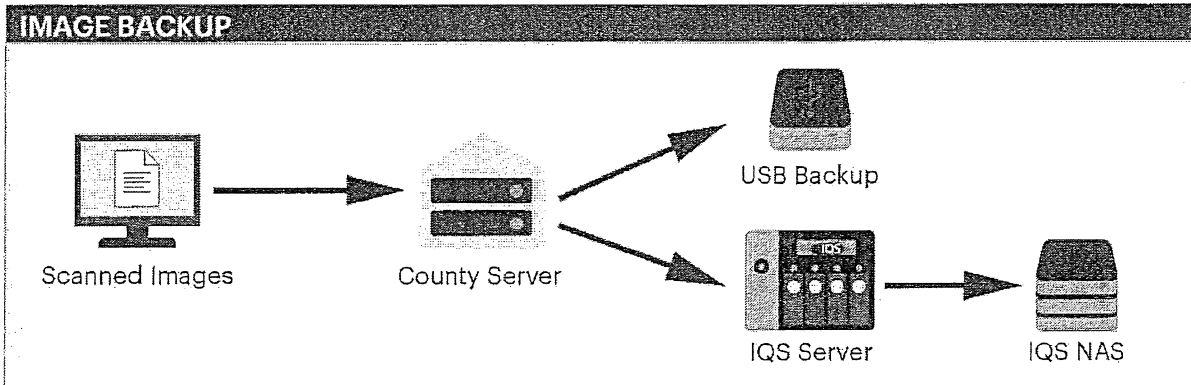
Our modular design provides users with ultimate flexibility. Although all customers receive the upgrades, features may be enabled or disabled based upon customer preference.

Since IQS maintains all customers on the current version of the software, there are no end of life cycle issues.

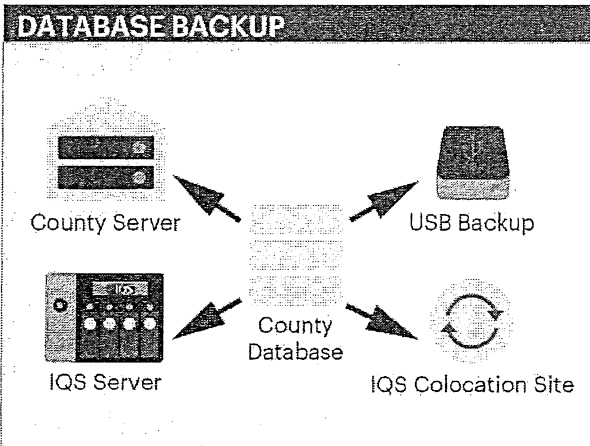
IQS uses several methods to keep customers current with any system changes or updates including user group meetings, our website, webinars, and email.

File Backup and Disaster Recovery

IQS has stringent backup policies in place to ensure the safety and security of the County's data.



Images are immediately backed up to a USB backup drive on the server as they are scanned. They are simultaneously pushed across the internet to our FTP site. Once a day, those images are backed up from our storage server over to our NAS. IQS verifies that all files are accounted for at the end of each month.



IQS securely transmits the database over an encrypted VPN tunnel to our servers. There is also a copy transferred to an external hard drive at the client facility, a copy on the County server, and a copy at the IQS colocation site.

Our customers are not dependent upon IQS to run on a day-to-day basis. All processing is done at the client site. IQS maintains redundant fiber-optic lines as well as a gas-powered backup generator.

In the event of a system failure, IQS would provide remote access to the database while restoring local hardware and software.



C. Response to RFP Requirements

I. Financial Management

CASHIERING/BANKING

- All fees collected by the Oneida County Clerk's Office in accordance with New York State and Local Laws must be receipted by the system and disbursed to the appropriate accounts.
- Deposits made shall be documented by the system automatically in a financial log.
- Payments shall be linked by the system to monthly reports in a financial log.
- Checks shall be logged by the system in sequential order and printed with information gathered from each mandatory monthly report.
- The system must allow for additional entries in the financial log for reimbursement checks, etc.
- Fees must be receipted by cash, check or credit card.
- Search of payments and fees collected must be enabled by:
 - Date of payment
 - Method of payment
 - Amount of payment
 - Payee
 - Receipt number

IQS Response: The proposed system features a robust cashiering system which contains many checks and balances for auditing purposes. All above requirements are met by the proposed system.

FINANCIAL REPORTS

- Fees collected must be accounted for by the system on a daily receipt report
- Fees collected must be disbursed by the system on a daily basis to all reports that are mandated by the state and local laws, including but not limited to the following:
 - Judicial
 - NYSORPS (New York State Office of Real Property Services) Commissioner of Education
 - Bails
 - Fines, Surcharges, DNA, etc
 - Mortgage tax (monthly and semi-annual)
 - Notary
 - Passports
 - Transfer Tax



- County Treasurer
- National Passport Agency
- System must have the ability to send these reports electronically.
- System must be flexible enough to add reports as needed at no additional cost.

IQS Response: The proposed system meets the above reporting specifications. IQS includes custom reporting at no additional charge to the County. Reports may also be exported and sent electronically in many common formats such as PDF, Excel, and delimited.

II. Document Management

RECORDING/FILING/INDEXING

- System must have the ability to scan, accept and index documents presented either in paper or in digital format.

IQS Response: In addition to paper documents, the proposed system can import many common image formats automatically into the system such as PDF, Word, and JPEG.

- System must have the ability to convert images to a format that is acceptable by the system.

IQS Response: The proposed system meets this requirement

- Scanned/digitized images must have the ability to be indexed, searched and retrieved by:
 - Name
 - Date
 - Document class
 - Recording number, receipt number or index number
- The system must have the ability to scan additional documents at a later date under the previously assigned recording number, receipt number or index number.
- The system must be capable of indexing documents in both a public view method and a confidential method allowing clerks to have access.
- System must have software that will detect a potentially confidential sequence of numbers and alert the clerk of its existence.
- System must have the ability to scan and retain a hidden image viewable only by clerk staff.
- System must have the ability to read, by hand held scanner, a universal barcode, and populate the index screen with the encrypted data.
- System must be able to accept electronic recordings.



IQS Response: The proposed system meets the above requirements.

COURT FILINGS

- System must have the ability to accept and convert to electronic image an unlimited amount of filings.
- System must have the ability to assign index numbers in a numerically consecutive order.
- System must have the ability to add an unlimited number of docket items under each assigned index number.
- System must have the ability to designate each confidential filing as such, and disable the ability to publicly view the documents.
- System must have the ability to seal from view documents within a previously-designated confidential filing.
- System must have the ability to receive electronic filings from the New York State Court's Electronic Filing (NYSCEF) system.

IQS Response: The proposed system meets the above specifications. The proposed system is currently operational and fully integrated for E-Filing in Oneida County.

III. Public Access Printing

- System must have the ability to establish accounts for customers printing in the County Clerk's Office, as well as printing for the general public from the public access terminals.

IQS Response: The proposed system supports drawdown accounts as described above and is operational in Oneida County.

IV. Internet Capabilities

- Must provide internet access to Public Land and Court records within 24 hours of verification by county clerk staff.
- Internet access must be available 24 hours a day, 7 days a week with a generator back-up in the event of a power failure.
- Internet support for the public will be provided by the vendor.

IQS Response: The proposed system meets the above requirements and is currently operational in Oneida County.

V. Support

- Must provide technical support from 8:00am to 4:30pm, Monday through Friday.
- All upgrades must be included throughout the contract at no additional costs.



- Training is to be provided within one week of installation of the system, and periodically as needed.
- Back- ups must be done at least within 24 hours of data entry. In addition to the on-site server, at least one offsite server with a generator back-up is required.

IQS Response: The above requirements are met.

VI. Data Conversion

- The proposal must include a specific plan for the conversion of all images and data on the current Electronic Document and Financial Management System, including details regarding how interruptions in service will be avoided during the transition period.

IQS Response: There will be no data conversion needed since the proposed system is currently operational in the County Clerk's office.

- Proposing companies should be prepared to enter into immediate and expeditious contract negotiations, as well as to begin performance by no later than March 31, 2023.

IQS Response: Reviewed and agreed.

VII. Archival Preservation

- The proposal must include the creation of microfilm from digital images.
- Vendor must possess its own temperature and climate controlled off-site archival storage bunker.
- The successful company will need to coordinate with the previous provider to secure and store existing microfilm.

IQS Response: IQS operates a certified microfilm processing lab at our Liverpool, NY facility. IQS currently maintains an offsite temperature and humidity controlled archival facility in Romulus NY. IQS currently stores thousands of rolls of microfilm, including the Oneida County Clerk's Office.

VIII. Compatibility with County Information Technology (IT) Department (Central Services)

- Vendor must coordinate with the County's Information Technology Department on issues that may arise concerning services provided by the vendor.



IQS Response: IQS has developed and currently maintains a positive working relationship with the Oneida County IT Department throughout the years. We have successfully coordinated moving the County Clerk's operations to a different floor in the County building as well as a server and hardware upgrade project.

IX. Equipment/Hardware/Software

This list has been updated in response to Addendum 1.

Vendor must provide Twenty-five (25) Workstations. Each workstation should include:

- Monitor
- PC
- Scanner
- Printer
- Mouse
- Keyboard
- Receipt printer/Check endorser
- Label Maker
- Bar code wand reader

Vendor must provide ten (10) Public Access Stations Each station should include:

- Monitor
- PC
- Keyboards
- Mouse
- Must integrate with Toshiba printer/copier
- One station with a scanner

IQS Response: Equipment is included in the proposal.

X. Quoted Price Must Include

- Server licenses
- Data base licenses
- Workstation licenses
- Recording software must included unlimited licensing
- Must have the ability to integrate with county network
- Must be able to incorporate currently used applications (list provided on request)
- Must include redaction software for systems publicly accessed
- A minimum of twenty-four (24) hour back-up of information
- Must provide modifications to program per state/local/federal mandates including but not limited to redaction, e-recording and e-filing



- Vendor must support all hardware for the length of the contract and replace as necessary at no additional cost.

IQS Response: Reviewed and acknowledged.



D. References

IQS provides records management services for 35 New York Counties.

COUNTY	CONTACT
Albany County, NY	Hon. Bruce Hidley, County Clerk 16 Eagle Street Albany, NY 12207 (518) 487-5100 bruce.hidley@albanycountyny.com
Allegany County, NY	Hon. Robert Christman, County Clerk 7 Court Street Belmont, NY 14813 (585) 268-9270 christr@alleganyco.com
Broome County, NY	Hon. Joseph A. Mihalko, County Clerk 60 Hawley Street Binghamton, NY 13902 (607) 778-2255 joseph.mihalko@co.broome.ny.us
Cayuga County, NY	Hon. Susan Dwyer, County Clerk 160 Genesee Street Auburn, NY 13021 (315) 253-1271 sdwyer@cayugacounty.us
Chautauqua County, NY	Hon. Larry Barmore, County Clerk 1 North Erie Street Mayville, NY 14757 (716) 753-4331 barmorel@co.chautauqua.ny.us
Columbia County, NY	Hon. Holly Tanner, County Clerk 560 Warren Street Hudson, NY 12534 (518) 828-3339 holly.tanner@columbiacountyny.com



COUNTY	CONTACT
Cortland County, NY	Hon. Elizabeth Larkin, County Clerk 46 Greenbush Street Cortland, NY 13045 (607) 753-5021 elarkin@cortland-co.org
Delaware County, NY	Hon. Debra Goodrich, County Clerk PO Box 426 Delhi, NY 13753 (607) 832-5700 deb.goodrich@co.delaware.ny.us
Essex County, NY	Chelsea Merrihew, Acting County Clerk 7559 Court Street Elizabethtown, NY 12932 (518) 873-3601 chelsea.merrihew@essexcountyny.gov
Franklin County, NY	Hon. Kip Cassavaw, County Clerk 355 W. Main Street Malone, NY 12953 (518) 481-1681 kcassava@co.franklin.ny.us
Fulton County, NY	Hon. Leisa D'Amore, County Clerk 223 West Main Street Johnstown, NY 12095 (518) 736-5555 ldamore@fultoncountyny.gov
Genesee County, NY	Hon. Michael Cianfrini, County Clerk 15 Main Street Batavia, NY 14021 (585) 815-7802 coclerk@co.genesee.ny.us
Greene County, NY	Hon. Marilyn Farrell, County Clerk 411 Main Street Catskill, NY 12414 (518) 719-3255 mfarrell@discovergreene.com



COUNTY	CONTACT
Hamilton County, NY	Hon. Jane Zarecki, County Clerk 102 County View Drive Lake Pleasant, NY 12108 (518) 548-7111 countyclerk@hamiltoncountyny.gov
Herkimer County, NY	Hon. Sylvia Rowan, County Clerk 109 Mary Street Herkimer, NY 13350 (315) 867-1129 srowan@herkimercounty.org
Jefferson County, NY	Hon. Gizelle Meeks, County Clerk 175 Arsenal Street Watertown, NY 13601 (315) 785-3316 gmeeks@co.jefferson.ny.us
Lewis County, NY	Hon. Lyle Moser, County Clerk 7660 North State Street Lowville, NY 13367 (315) 376-5333 jakemoser@lewiscountyny.gov
Madison County, NY	Hon. Michael Keville, County Clerk 138 North Court Street Wampsville, NY 13163 (315) 366-2261 michael.keville@madisoncounty.ny.gov
Montgomery County, NY	Hon. Brittany Kolbe, County Clerk 64 Broadway Fonda, NY 12068 (518) 853-1111 bkolbe@co.montgomery.ny.us
Niagara County, NY	Hon. Joseph Jastrzemski, County Clerk 800 Park Street Lockport, NY 14095 (716) 439-7026 Joseph.Jastrzemski@niagaracounty.com



COUNTY	CONTACT
Orange County, NY	Hon. Ann Rabbitt, County Clerk 4 Glenmere Cove Road Goshen, NY 10924 (845) 291-2690 occrabbitt@orangecountygov.com
Oswego County, NY	Hon. Michael Backus, County Clerk 46 East Bridge Street Oswego, NY 13126 (315) 349-8610 mbackus@oswegocounty.com
Otsego County, NY	Hon. Kathy Sinott Gardner, County Clerk 197 Main Street Cooperstown, NY 13326 (607) 547-4275 GardnerK@otsegocounty.com
Putnam County, NY	Hon. Michael Bartolotti, County Clerk 40 Gleneida Avenue Carmel, NY 10512 (845) 808-1142 michael.bartolotti@putnamclerkny.com
Rensselaer County, NY	Hon. Frank Merola, County Clerk 105 Third Street Troy, NY 12180 (518) 270-4080 FMerola@rensco.com
Saratoga County, NY	Hon. Craig Hayner, County Clerk 40 McMaster Street Ballston Spa, NY 12020 (518) 885-2213 chayner@saratogacountyny.gov
Schoharie County, NY	Hon. M. Indica Jaycox, County Clerk 284 Main Street Schoharie, NY 12157 (518) 295-8316 indvjaycox@co.schoharie.ny.us



COUNTY	CONTACT
Steuben County, NY	Hon. Judy Hunter, County Clerk 3 East Pulteney Square Bath, NY 14810 (607) 664-2563 judyh@co.steuben.ny.us
St. Lawrence County, NY	Hon. Sandra Santamoor, County Clerk 48 Court Street Canton, NY 13617 (315) 379-2237 swsantamoor@stlawco.org
Sullivan County, NY	Hon. Daniel Briggs, County Clerk 100 North Street Monticello, New York 12701 (845) 807-0428 daniel.briggs@co.sullivan.ny.us
Ulster County, NY	Hon. Nina Postupack, County Clerk 244 Fair Street Kingston, NY 12401 (845) 340-3288 npos@co.ulster.ny.us
Washington County, NY	Hon. Stephanie Cronin, County Clerk 383 Broadway Building A Fort Edward, NY 12828 (518) 746-2100 scronin@co.washington.ny.us
Warren County, NY	Hon. Pamela Vogel, County Clerk 1340 State Route 9 Lake George, NY 12845 (518) 761-6432 vogelp@warrencountyny.gov
Yates County, NY	Hon. Lois Hall, County Clerk 417 Liberty Street Ste. 1107 Penn Yan, NY 14527 (315) 536-5120 lhall@yatescounty.org



E. Pricing

IQS proposes a turnkey solution to provide the following:

1. Complete document management system.
2. Remote back-up.
3. All required hardware including computers for all Clerk staff and public access stations, scanners, printers, bar code printers, handheld bar code scanners, and server. Vendor will maintain, ownership and, maintenance responsibility of the equipment which must be included in the proposal pricing.
4. All licenses.
5. Modifications and updates to system programs required per state/local/federal mandates including but not limited to redaction and electronic recording and filing.
6. Education and training on the system. Education and training shall include on-site education and training of all County employees who will work with the land and court records system as well as interested court and abstract companies. The education and training will be adapted to the needs of the employees to ensure each employee is fully prepared to use the system.
7. Ongoing support of the entire system, including hardware and software, during the term of the contract. Such support shall be performed to the satisfaction of the County.
8. Image to microfilm conversion.
9. Web Access

DESCRIPTION	PRICE
Complete system requirements as noted in this RFP	\$12,200.00/month/60 months
Optional Services*	
Microfilm Storage	\$1.50/roll/year (not to exceed \$9,500/year)
Index Verification	\$2.00/document
Full Service Indexing	\$3.95/document


 Brian Owens, Vice President of Sales

February 9, 2023
 Date

* Optional services are subject to annual review and could increase based upon yearly CPI.

ATTACHMENT 1: REQUIRED CERTIFICATIONS

(Proposer must sign and return each certification with its proposal)

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

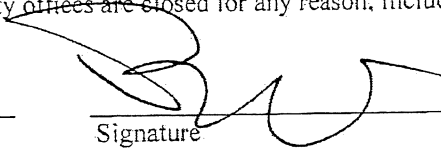
All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Info Quick Solutions, Inc.

Legal Name of Organization

2/7/23

Date


Signature

Brian Owens

Printed Name

Vice President, Sales

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

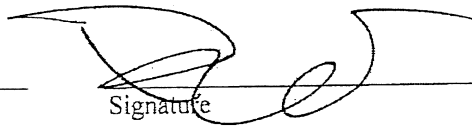
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Info Quick Solutions, Inc.
Legal Name of Organization

2/7/23
Date


Signature

Brian Owens
Printed Name

Vice President, Sales
Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

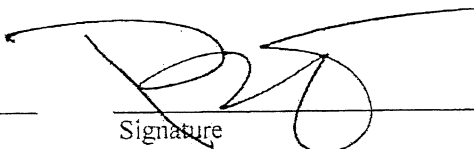
1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Brian Owens
Legal Name of Organization

2/7/23
Date


Signature

Brian Owens
Printed Name

Vice President, Sales
Title

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

ONEIDA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY
Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

CHUCK KLEIN
Director

FN 20 23-219

June 13, 2023

GOVERNMENT OPERATIONS

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

WAYS & MEANS

RE: Extension of Agreement with ICC Community Development Solutions, LLC
(formerly General Code, CMS, LCC)

Dear Mr. Picente:

Oneida County uses Laserfiche as our Enterprise Content Management Solution. In 2020, Oneida County entered into agreement with ICC Community Development Solutions, LLC (formerly known as General Code, CMS, LLC).

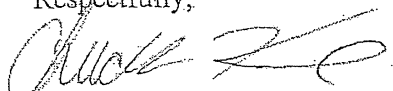
At the time of the original agreement, in which we now seek to extend, Information Technology had reviewed all services at each County location to identify unnecessary/underutilized services, upgrade to newer or less expensive technology and simplify communications. As a result, an RFP was issued for multi-vendor Enterprise Content Management Service contracts. General Code, CMS, LLC was the only respondent. General Code, CMS, LLC has amended its Articles of Organization and is now named ICC Community Development Solutions.

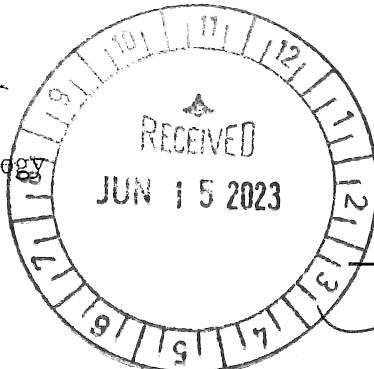
Based on ICC Community Development Solution's service offerings, customer service and track record, I respectfully request your approval of an extension to the aforementioned contract with ICC Community Development Solutions, LLC.

This extension will have a term of one year, which will end in March 2024 and has an approximate cost of \$150,000.00 annually and represents the exercise of the first renewal option provided for in the original agreement.

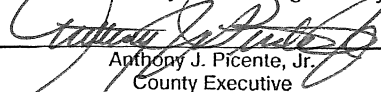
If the enclosed contract meets your approval, please be so kind as to forward it to the Board of Legislators for consideration at its next meeting.

Respectfully,


Chuck Klein
Director, Information Technology



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


Anthony J. Picente, Jr.
County Executive

Date 6-14-23

Oneida Co. Department: Information Technology

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

**ONEIDA COUNTY
BOARD OF LEGISLATORS**

Name & Address of Vendor: ICC Community Development Solutions, LLC (formerly General Code, CMS, LLC)
781 Elm Grove
Rochester NY 14624

Title of Activity or Service: Professional Services to Support Laserfiche Projects for Oneida County

Proposed Dates of Operation: 3/18/2023 – 3/17/2024

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Continued implementation of Enterprise Content Management. Under this contract, Oneida County will purchase Laserfiche Licenses and Professional Services to provide continued support and maintenance for all departments with record management projects.
- 2) **Program/Service Objectives and Outcomes:** Electronic records management is expected to continue to enhance Oneida County’s ability to store, retrieve and share important records in a timely and efficient manner. It is also expected to continue to reduce the need to retain paper records, which will have a positive impact on facilities costs and reduce the cost of paper copying.
- 3) **Program Design and Staffing:** Provides individual departments the flexibility needed to customize filing structures and workflows.

Total Funding Requested: \$150,000.00 **Account:** # A1610 1610.492-000

Oneida County Dept. Funding Recommendation: \$450,000

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

Cost Per Client Served: N/A

Past Performance Data: ICC Community Development Solutions, LLC (formerly General Code, CMS, LLC) is a current Enterprise Content Management vendor for Oneida County.

O.C. Department Staff Comments: First of two (2) one-year extensions provided for in the original contract.

FIRST RENEWAL AGREEMENT

This First Renewal Agreement, effective March 18, 2023, is by and between ICC Community Development Solutions, LLC (formerly General Code, CMS, LLC), a New York domestic limited liability company with its principal place of business at 781 Elm Grove, Rochester, New York 14624 (“Vendor”) and the County of Oneida, a New York municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York 13501 (“County”). Vendor and the County are referred to herein each as a “Party” and together as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Information Technology Services Agreement, effective March 17, 2020 (Contract 92456) (the “Original Agreement”), whereby the Vendor agreed to provide Enterprise Content Management Services to the County, and a copy of the Original Agreement is attached as Exhibit 1; and

WHEREAS, the Original Agreement was for a term of three years, effective March 17, 2020 through March 17, 2023, and provided that it may be renewed for up to two one-year terms; and

WHEREAS, the Parties wish to renew the Original Agreement.

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

1. The Original Agreement is renewed for the term March 18, 2023 through March 17, 2024 (“First Renewal Term”).
2. In consideration for this First Renewal Agreement and for Vendor’s performance during the First Renewal Term, the County will pay vendor in accordance with the

Original Agreement in an amount not to exceed one hundred fifty thousand dollars and zero cents (\$150,000.00).


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

IN WITNESS THEREOF, the County and the Vendor have executed this First Renewal Agreement.

County of Oneida

ICC Community Development Solutions, LLC

By: _____
(signature)

By: 
(signature)

Name: **Anthony J. Picente, Jr.**

Name: **Daniel S. Foster**

Title: **Oneida County Executive**

Title: **President/General Manager**

Date: _____

Date: _____

Approved

Andrew Dean
Assistant County Attorney

Exhibit 1

(Original Agreement)

INFORMATION TECHNOLOGY MASTER SERVICES AGREEMENT

This Information Technology Master Services Agreement (the "Agreement") is by and between **GENERAL CODE CMS, LLC**, a domestic limited liability company organized and existing under the laws of the State of New York, whose principal place of business is 781 Elm Grove Rochester NY, 14624, hereinafter called the "Vendor," and **ONEIDA COUNTY**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 800 Park Avenue, Utica, New York 13501, hereinafter called the "County." This Agreement includes any current or future statement(s) of work (the "SOW") on the form attached hereto as Exhibit "A," and executed by each party, and all such documents are incorporated by this reference.

The Vendor provides information technology Professional Services, as hereinafter defined, related to the Request for Proposal RFP #2019-271, "**Enterprise Content Management Services**," hereto attached as Exhibit "B." The parties have agreed that the Vendor will provide such Professional Services as the parties may agree, now and pursuant to future SOWs. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. PROFESSIONAL SERVICES.

1.1. Professional Services. The Vendor shall provide to the County the following services, as requested, and as provided for in the Vendor's Proposal, a copy of which is attached hereto as Exhibit "C." Any and all of these services shall hereinafter be referred to, collectively, as the "Professional Services."

(a) *Service Categories.* The services constituting Professional Services within the meaning of this Agreement shall include, but not be limited to, assessments, design, hardware and software (and provisioning of appropriate licensing), implementation, support, maintenance, providing complete documentation, including implementation of plans, testing and training in the categories of:

- (i) Content Management;
- (ii) Set up County control over standards, security and auditing;
- (iii) Provide to individual departments the flexibility needed to customize filing;
- (iv) Manage security rights;
- (v) Set up new business process implementations, integrations and workflows;
- (vi) Establish folder and Laserfiche repository modifications and work flows; and
- (vii) And any other needed services

(b) *Multiple Vendors.* The County reserves the right to utilize as many different vendors as it, in its sole discretion, determines to be necessary for the performance of any individual Professional Service. The Vendor hereby acknowledges that it is aware of this, and it understands and acknowledges that the County is not guaranteeing any minimum number of hours the Vendor will be utilized, nor is the County making any promises as to the exclusivity of the assignment of the Vendor to any Professional Service.

1.2. Provision of Professional Services. The Vendor will provide the services as set forth in each SOW, and the County will provide any assistance and cooperation necessary or convenient to facilitate the Professional Services called for in any SOW. The process for submission and approval of an SOW is as follows:

- (a) *Negotiation.* The Vendor and the County shall negotiate the Professional Services to be completed by the Vendor, based upon the needs of the County.
- (b) *Quote & Proposed SOW.* Once the negotiations have been completed, the Vendor shall submit a detailed quote and proposed SOW to the County. The form of the proposed SOW shall conform to that of the aforementioned Exhibit "A," attached hereto. A sample quote has been attached to this Agreement as Exhibit "D." The quote and/or the proposed SOW shall include a detailed description of the materials to be used, the nature of the labor to be provided (along with the rates thereof), and a statement declaring what subcontractors the Vendor intends to utilize in the performance of the work covered by the proposed SOW. If the quote and proposed SOW are unacceptable to the County, for any reason, further negotiations may be conducted.
- (c) *Signed SOW & Purchase Order.* If the quote and proposed SOW are acceptable to the County, the County shall execute the SOW, and shall return a signed copy of the SOW to the Vendor along with a purchase order.
- (d) *Performance of Work.* Once the signed SOW and purchase order have been received, the Vendor shall begin to perform the Professional Services covered by the SOW. Under no circumstances is any work to be undertaken without a signed SOW. The Vendor agrees and hereby acknowledges that any expenditures or costs incurred by the Vendor prior to their receipt of a signed SOW are undertaken entirely at their sole risk and expense.
- (e) *Certificate of Completion.* At the completion of all the Professional Services called for in a signed SOW, the Vendor shall provide the County with a certificate of completion, signed by a representative of the Vendor. A sample of this certificate of completion is attached hereto as Exhibit "E." Once the County has ensured that the work covered by the SOW has been completed to its satisfaction, the County shall also sign the certificate of completion, returning a fully executed copy to the Vendor.

1.3. Deliverables.

- (a) *Acceptance & Rejection.* Any software or other deliverable created pursuant to any Professional Services (the "Deliverables") will be considered accepted (the "Acceptance") (a) when the County provides Vendor written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided the Vendor with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SOW and only via written notice setting forth the nature of such deviation. In the event of such rejection, the Vendor will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the parties

will again follow the acceptance procedures set forth in this Subsection 1.3(a).

- (b) *License to Deliverables.* Effective upon Acceptance of each Deliverable, the Vendor grants the County a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the County's internal business purposes, provided the County complies with the restrictions set forth below in Subsection 1.3(c).
- (c) *Restrictions on Deliverables Rights.* The County will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof). The Vendor retains ownership of all Deliverables, and the County receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.3(b) above.

2. FEES & REIMBURSEMENT.

- 2.1. Payment. The County will pay Vendor the fees as set forth in each SOW, and shall reimburse such expenses as Vendor reasonably incurs in provision of the Professional Services.
- 2.2. Vouchers. Such payment shall be made by the County after receipt of vouchers presented by the Vendor on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

3. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one party to this Agreement (the "Discloser") discloses to the other (the "Recipient"):

- (a) any document the Discloser marks "Confidential;"
- (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days;
- (c) any information contained in the County's files that is confidential pursuant to any applicable provisions of federal, state and local laws, rules and regulations, including, but not limited to, the New York State Public Health Law and Regulations, the New York State Social Services Law and Office of Children and Family Services rules and regulations, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and shall not be disclosed except as authorized by law; and
- (d) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

- 3.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the Professional Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Article 2.1;

and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

- 3.2. Injunction. The Recipient agrees that breach of this Article 2.1 would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 3.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.
- 3.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.
- 3.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
 - (a) *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - (b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

4. HIPAA DISCLOSURES

4.1. HIPAA Assurances. In the event Vendor creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Vendor shall:

- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) Comply with each of the applicable requirements of 45 C.F.R. Part 162 if the Vendor conducts standard transactions for or on behalf of the County;
- (f) Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Vendor becomes aware;
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Vendor's obligations under this paragraph and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
- (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and
- (k) Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

- 4.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that the Vendor breaches any term in this Section. Alternatively, the County may give written notice to the Vendor in the event of a breach and give the Vendor five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to the Vendor if the County reasonably determines that the Vendor has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, the Vendor hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.
- 4.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the County, the Vendor shall either return or destroy all PHI received from the County or created or received by the Vendor on behalf of the County in which the Vendor maintains in any form. The Vendor shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that the Vendor determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, the Vendor shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for the Vendor to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as the Vendor maintains such Protected Health Information.
- 4.4. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.
- 4.5. Amendment. The Vendor and the County agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both parties.
- 4.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the then most current version of HIPAA and the HIPAA privacy regulations.
- 4.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.
- 4.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

5. REPRESENTATIONS & WARRANTIES.

- 5.1. From Vendor. The Vendor represents and warrants: (a) that all Professional Services will be performed in a professional and workman like manner; and (b) that all Deliverables will conform to their specifications set forth in the applicable SOW for a period of three (3)

years following Acceptance (as defined in Subsection 1.3(a) above). In the event of a breach of either warranty in this Section 5.1, the Vendor, at its own expense, will promptly re-perform the Professional Services or repair and redeliver the Deliverable in question.

- 5.2. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- 5.3. Warranty Disclaimers. Except as set forth above in this Article 4, the Vendor PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

6. INDEMNIFICATION.

- 6.1. From Vendor. The Vendor will defend and indemnify the County and the County's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the Vendor or of any of its agents, subcontractors, or employees. The Vendor's obligations set forth in Subsection 6.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) the County's breach of this Agreement; (ii) revisions to the Deliverable made without the Vendor's written consent; (iii) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Vendor offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) the Vendor's design or modification of the Deliverable in compliance with specifications provided by the County; or (v) use of the Deliverable in combination with hardware or software not provided by the Vendor, unless (A) the SOW, or other documentation provided by the Vendor or agreed between the parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination). The Vendor's obligations set forth in Subsection 6.1(b) above do not apply to the extent that an Indemnified Claim arises out of the County's breach of this Agreement.
- 6.2. From County. The County will indemnify and defend the Vendor and the Vendor's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any

third party claim, suit, or proceeding arising out of or related to injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the County or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 6.2 above include, without limitation: (i) claims by any of the County's employees, contractors, or other users (collectively, "Users"); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information. Indemnified Claims listed above in Section 6.2 do not include any claim that would constitute an Indemnified Claim pursuant to Section 6.1(a) above.

- 6.3. Litigation & Additional Terms. The obligations of the indemnifying party (the "Indemnitor") pursuant to Section 6.1 or 6.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

7. INSURANCE

- 7.1. The Vendor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- (a) Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - (i) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - (ii) The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
 - (b) Workers' Compensation and Employer's Liability: Statutory limits apply.
 - (c) Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than \$2,000,000 each occurrence and \$2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL

limits).

- (i) The County and any other parties required by the County shall be included as additional insureds. PL coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).

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

8. LIMITATION OF LIABILITY.

- 8.1. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 8.2. Exclusions. This Article 8.2 does not apply to: (a) claims pursuant to Article 3 (*Confidential Information*), Article 4 (HIPAA) or Article 6 (*Indemnification*) of this Agreement; or (b) claims for attorneys' fees or other litigation costs the County becomes entitled to recover as a prevailing party in any action.

9. TERM & TERMINATION.

- 9.1. Term. The term of this Agreement will commence on the date it is executed by both parties (the "Effective Date") and continue for an initial term of three (3) years. Up to two (2) renewal terms of one (1) year each will be considered upon the mutual written agreement of the parties.
- 9.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other party first cures the breach.
- 9.3. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice. On the date of such termination, County will pay Vendor for those services provided up to the date of such written termination.
- 9.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of County to pay fees incurred before termination; (b)

Articles and Sections 1.3(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 5.3 (*Warranty Disclaimers*), 6 (*Indemnification*), 8 (*Limitation of Liability*), and 11.1 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

10. INDEPENDENT CONTRACTORS

- 10.1. It is expressly agreed that the relationship of the Vendor to the County shall be that of an independent contractor. None of the Vendor's officers, agents, directors or employees shall be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Vendor, in accordance with the Vendor's status as an independent contractor, covenants and agrees that none of the Vendor's officers, agents, directors and employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- 10.2. The Vendor warrants and represents it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- 10.3. None of the Vendor's officers, agents, directors or employees shall be eligible for compensation from the County due to illness, absence due to normal vacation, absence due to attendance at school or special training, or a professional convention or meeting.
- 10.4. The Vendor acknowledges and agrees that none of its officers, agents, directors or employees shall be eligible for any County employee benefits, including retirement membership credits.
- 10.5. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Vendor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Vendor's form of business organization. With respect to the Vendor's officers, agents, directors and employees, this responsibility shall include payroll deductions, workers' compensation insurance, and provision of health insurance, where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- 10.6. The Vendor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- 10.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's independent contractor status, it is agreed that both the

County and the Vendor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

10.8. The Vendor agrees to comply with federal and state laws, as supplemented, with the United States Department of Labor regulations, and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

11. MISCELLANEOUS.

11.1. Feedback. The Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that the County or any user provides to the Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict the Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the County or the User in question. Notwithstanding the provisions of Article 3 above, Feedback will not be considered Confidential Information, provided that information that the County transmits with Feedback, or is related to Feedback, may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

11.2. Notices. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

(a) *For the Vendor:* General Code CMS, LLC, 781 Elm Grove
Rochester NY, 14624

(b) *For the County:* Oneida County Information Technology, 800 Park Avenue, Utica,
NY, 13501 *and*

Oneida County Attorney, 800 Park Avenue, Utica, NY 13501

11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

11.4. Subcontractors. The Vendor shall not subcontract any work to be performed under this Agreement without the prior written consent of the County, and any permitted subcontractor shall agree, in writing, to be bound by the terms of this Agreement as if it were the Vendor under this Agreement. The Vendor shall be responsible to the County for any failure by any subcontractor to comply with the terms of this Agreement.

11.5. Assignment & Successors. The Vendor may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Section 11.5, this Agreement will be binding upon and inure to the benefit

of the parties' respective successors and assigns.

- 11.6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 11.7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 11.8. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Section 10.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 11.9. Conflicts. In the event of any conflict among any of the Exhibits to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SOW, with more recent SOW's taking precedence over later ones.
- 11.10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 11.11. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
- 11.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

11.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

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


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

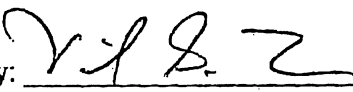
11.16. Assignment. No party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all parties.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

GENERAL CODE CMS, LLC

By: 
(signature)

By: 
(signature)

Name: Anthony J. Picente, Jr.

Name: Daniel S. Foster

Title: Oneida County Executive

Title: ~~President~~ GENERAL MANAGER 

Date: 3/17/20

Date: 12/4/19

Approved

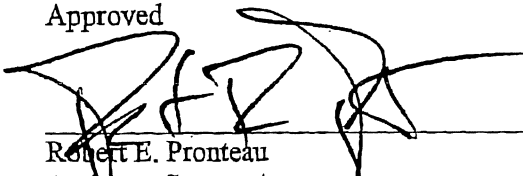

Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

STATEMENT OF WORK NUMBER _____

Project Title: _____

This Statement of Work Number _____ (this "SOW") is entered into pursuant to the _____ [date] Information Technology Master Services Agreement (the "Agreement") by and between _____ ("Vendor") and _____ ("County").

This SOW is incorporated into the Agreement. In the event of any conflict with this SOW, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Vendor will provide the following services: [Insert description of professional services. Include technical specifications for any Deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

II. County Cooperation. County will reasonably cooperate with Vendor in the provision of services and will provide the following assistance to Vendor: [Insert description of County responsibilities, or insert "N/A" if not applicable.]

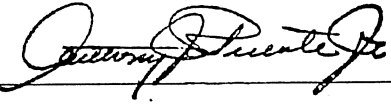
III. Payment. County will pay Vendor as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]


IV. Additional Provisions. In addition, the parties agree as follows: [Insert additional terms or "N/A" if not applicable.]

This SOW is effective as of the latest date of execution set forth below.

Oneida County
CUSTOMER

GENERAL CODE, CMS, LLC
VENDOR

By: 
(signature)

By: 
(signature)

Name: Anthony Picente Jr.
(print)

Name: DANIEL S. FOSTER
(print)

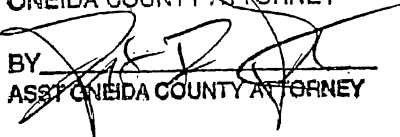
Title: Oneida County Executive

Title: GENERAL MANAGER

Date: 3-17-20

Date: 12/5/19

APPROVED
ONEIDA COUNTY ATTORNEY

BY: 
ASST ONEIDA COUNTY ATTORNEY

LLC CERTIFICATE OF AUTHORITY

I, DANIEL S. FOSTER, a General Manager of (Name) (Specify Member or Manager)

GENERAL CODE CMS LLC LLC, a limited liability company organized (Name of Company)

and existing under the laws of the State of New York, (the

“Company”), hereby certify: (i) that GENERAL CODE CMS LLC is run by (Name of Company)

GENERAL MANAGER; (ii) that DANIEL S. FOSTER (Specify if run by its Members or a Manager) (Name of signer of contract documents)

is a General Manager of General Code CMS LLC; and (iii) (Specify Member or Manager) (Name of Company)

that as such, DANIEL S. FOSTER, pursuant to the articles of

organization and the operating agreement is empowered and authorized, on behalf of the

Company, to execute and deliver contracts and amendments thereto, and all documents

required therewith and associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of the LLC this 15th day of JANUARY, 2020.

[or, if the LLC has no seal]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this 15th day of JANUARY, 2020. The LLC has no seal.

If the LLC has a seal, place it here

Daniel S. Foster

Print Name: DANIEL S. FOSTER Its: Member / Manager General Manager

Request for Proposal

Sealed Proposals, subject to the conditions contained herein, will be received by ONEIDA COUNTY INFORMATION SERVICES until 3:00 P.M., local time on Thursday July 11, 2019, for:

Oneida County Information Technology “Enterprise Content Management System Services”

RFP- # 2019-271

Specifications MUST be RECEIVED by Oneida County Information Technology, AnneMarie Ambrose, Director of Information Technology in person or by mail to Oneida County Information Technology, 800 Park Avenue, Utica, NY 13501

Copies of the described RFP may be examined at no expense at the department of Oneida County Information Technology or download from the Oneida County website at <http://www.ocgov.net> (Public Notice Section.)

The return envelope must be clearly marked with the RFP # and addressed to the department of Oneida County Information Technology/ AnneMarie Ambrose, Director of Information Technology.

The owner reserves the right to reject any or all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

AnneMarie Ambrose
Director of Information
Technology

Dated: June 24, 2019

Oneida County “Enterprise Content Management System Services” RFP - #2019-271

PROJECT OVERVIEW

Oneida County is seeking possible multi-vendor service contracts for enterprise content management services using the Laserfiche product. Oneida County is comprised of 39 departments that span over 20 physical locations. Oneida County Information Technology continues to promote scanning technologies within the departments to reduce the need to retain paper records. We are interested in contracting with a provider or providers to support this project. The vendor will need to be able to complete business process analysis and create workflows and templates for scanning. The vendor will also be required to support license distribution and be available for a wide variety of troubleshooting in the absence of in house staffing.

Those tending an offer are required to demonstrate past successful experiences in supporting customers of similar size and nature as Oneida County. The successful vendor(s) will be required to comply with all applicable Oneida County policies; state, federal and local laws and provide evidence of general liability insurance.

PROPOSAL SUBMITTAL

Original Proposal The complete proposal must be submitted in a sealed package with one (1) original, 4 copies and one (1) electronic copy, prior to the date and time specified on the Invitation to RFP page of this document. All proposals shall be marked “Enterprise Content Management System Services - RFP - #2019-271” Vendor(s) shall include all documents necessary to support their proposal in the sealed package. Vendor(s) shall be responsible for the delivery of proposals during business hours to the address indicated in the Invitation to RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Proposals received after the time specified will not be considered and will be returned unopened.

Vendor(s) should summarize all resources assumed or expected to be provided either by Oneida County or any other party essential to the success of this contract. This summary should clearly identify what the Vendor(s) expects or anticipates by way of County or third party personnel or resources.

No proposal will be considered which is not signed by an authorized official of the firm.

PROPOSAL SPECIFICATIONS

If there are any questions regarding this RFP, please contact Chuck Klein by email at cklein@ocgov.net.

SCOPE OF SERVICES

The County Scope of Services for this proposal includes support for County wide continuation of services using LaserFiche RIO including licensing and training. Work with each department or sub department to provide workflows and templates where applicable. Desired contract will include but is not limited to:

- LaserFiche Enterprise Content Management software and related services
- Web-based forms and related services
- Document Workflow
- Document imaging/scanning services
- Business Process consulting
- Basic license distribution
- All levels of technical support

NOTE: Vendors/Proposers should include in their proposals detailed service level plans they can offer for each and every service they have available. The proposer needs to specify whether they are willing to work with another vendor on these projects and must also be willing to commit to Oneida County to a minimum of 1 to 2 days weekly for support and further action.

QUALIFICATION REQUIREMENTS OF THE SELECTED VENDOR(S)

To be considered qualified, bidders must meet the following minimum requirements:

- A. Minimum of three (3) years of experience with Enterprise Content management projects using LaserFiche on a project of like size and complexity.
- B. Reference of at least one voice and data support project for a local government similar in size to the County of Oneida, New York.

COST

Vendor(s) are asked to list all service offerings and their associated costs. These costs should directly relate to the scope of services listed above but are not limited to only these services. Rates may not increase over the duration of the contract.

CONTRACT CONSIDERATIONS

1. Oneida County intends to award a multi-vendor contract for these services.
2. The contract is anticipated to be for 3 years with 2 – 1 year renewal options.
3. Interested vendor(s) are encouraged to contact AnneMarie Ambrose, Director of Information Technology at 315-798-5822 or by email at aambrose@ocgov.net to clarify the requirements of this RFP prior to proposal submission.
4. Please note, pursuant to the criteria and ranking table below, additional points will be awarded to those vendors that are willing to commit to shorter times for responses on help tickets. It is of utmost importance to Oneida County that its content management system have the highest level of uptime and reliability. Vendors should take this into account in preparing their proposals to address the help ticket response times, including a set established timetable, as well as the dedication of (multiple) personnel to keeping Oneida County's content management system operational.
5. This RFP and the successful proposal will become attachments to the resulting contract or agreement. Oneida County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that, all information contained within County contracts is a public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.
6. All expenses involved with the preparation and submission of proposals, and any work performed in connection therewith, shall be borne by the Proposer. No payment will be made to any responses received nor for any other effort required of or made by the Proposer prior to a contract award.
7. All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.
8. Scoring Criteria and Weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Strength of Proposal Experience of personnel	30
b. Demonstrated understanding of Oneida County	10
c. Shorter response times on help tickets, and/or more dedicated personnel to addressing issues	20
d. Strength of references	10
e. Cost	<u>30</u>
TOTAL	100

ELEMENTS OF PROPOSAL

Organizations interested in providing Oneida County Information Technology with Enterprise Content Management System Services must provide the following:

1. A narrative describing your firm's approach to meeting the requirements summarized in this RFP;
2. A Project Plan describing all actions, activities, costs and timelines required by the bidder and Oneida County;
3. A description of practice proving five (5) years of experience doing similar onsite scanning projects;
4. Resumes for Key Personnel;
5. A brief summary of your proposed response times and procedures as well as a listing of personnel dedicated to addressing help tickets;
6. A sample copy of your proposed monthly status report, if any;
7. A sample copy of your standard contract;
8. A sample copy of your current purchase order form;
9. A sample invoice;
10. A sample Statement of Work;
11. A brief outline of your organization including:
 - a. Full legal name and address of the company,
 - b. Management overview,
 - c. Year company was established, and
 - d. Current number of employees;
12. Three references for organizations that have utilized your services - similar in size and scope to those described in this RFP. Please include enterprise name, contact name, telephone number and email address for each.
13. A brief outline of all services currently offered by your organization

Oneida County, New York

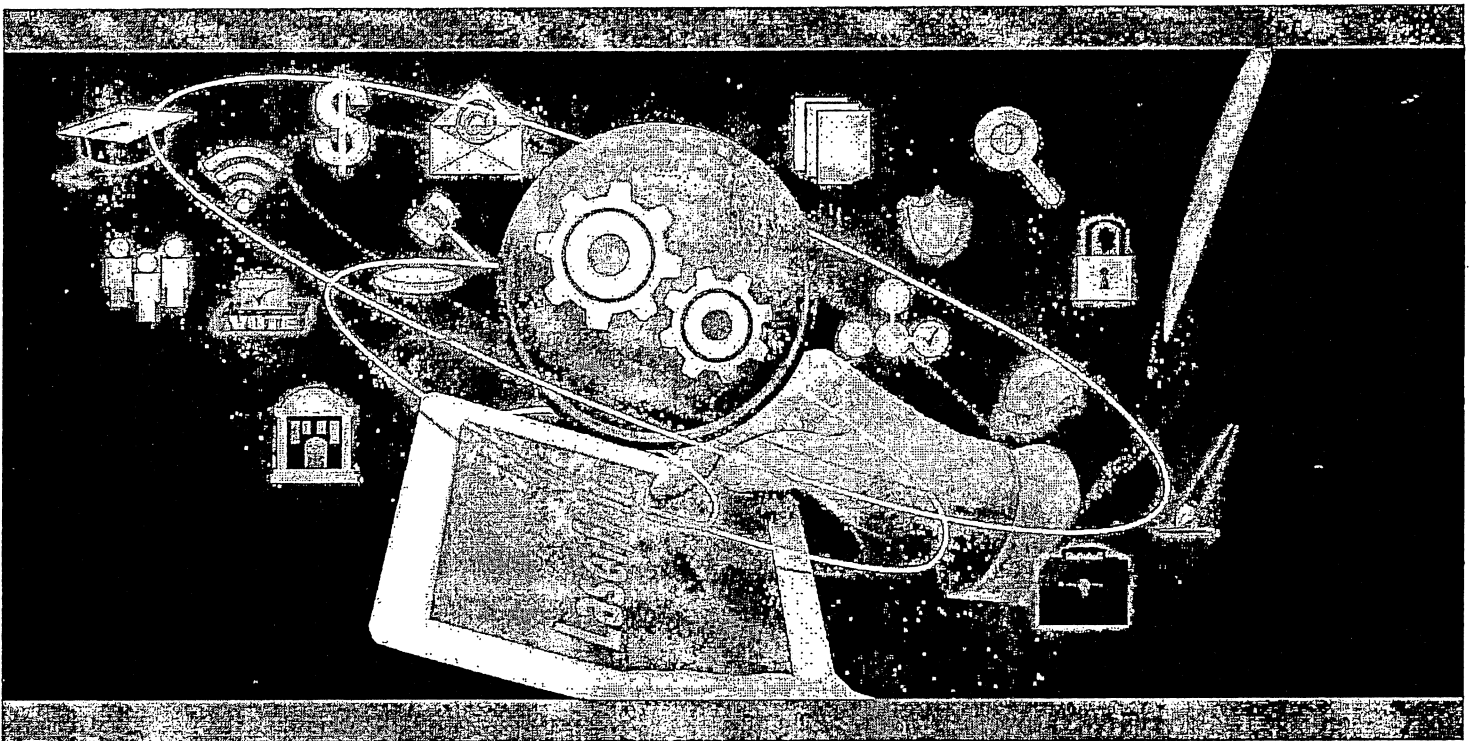
Enterprise Content Management System Services

RFP #2019-271

Term: Three Years

Renewal Options: Two 1-Year Options

Proposal Due Date: July 11, 2019 by 3:00 PM



Liz Mistretta
Solutions Account Executive
Cell: (585) 705-7412
781 Elmgrove Road
Rochester, NY 14624
LMistretta@generalcode.com

**GENERAL
CODE**

CMS Division



July 10, 2019

Oneida County Department of Information Technology
AnneMarie Ambrose
Director of Information Technology
800 Park Avenue
Utica, New York 13501

Dear Ms. Ambrose and the Selection Committee:

General Code is pleased to submit this response to the Oneida County ("County") Request for Proposal (RFP) for Enterprise Document Management System Services.

Based on our understanding of the stated requirements highlighted in the RFP, General Code, CMS, LLC believes we are uniquely qualified to provide the services and support requested by the County. General Code has worked with the County for over 6 years implementing and supporting its existing Laserfiche RIO solution. We have a team of technicians, programmers, trainers, project managers and sales staff to assist the County in expansion and use of the Laserfiche RIO system. We have developed solutions for the District Attorney, DPW, County Attorney, along with others to enhance content management and business process goals. General Code also has built an Assigned Counsel solution utilizing Laserfiche and eForms that is currently being used by the Oneida County Assigned Counsel.

Combined with over 55 years serving government administrations to address the organization and publishing of code and ordinance information, General Code has over 20 years of experience providing integrated ECM/BPM solutions. As a result of our years of service supporting 450+ public sector Laserfiche customers, we have developed the experience, knowledge and bandwidth to fully contribute to Oneida County's ECM initiative. In addition, our customer support post implementation is second-to-none as evidenced in our customer surveys and the number of accounts who have chosen to transfer their Laserfiche support to us.

Our response follows the format prescribed in the RFP as closely as possible. We would be pleased to discuss any aspect of the proposal to provide further clarification should additional information be required. Our contact information is as follows:

Authorized Representative:

Daniel Foster, General Manager, 781 Elmgrove Road, Rochester, NY 585-802-0854, DFoster@generalcode.com

Primary Contact:

Liz Mistretta, Account Executive, 781 Elmgrove Road, Rochester, NY 585-705-7412, LMistretta@generalcode.com

Thank you for the opportunity to provide our response to the County's RFP. We look forward to continuing our working relationship with you for many years to come.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Foster".

Daniel S. Foster
General Manager
General Code, CMS, LLC

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1. NARRATIVE / EXECUTIVE OVERVIEW

In 2013, General Code was awarded the contract for Laserfiche Software and Services in support of Oneida County, NY. In the 6 years since the contracts were awarded from Oneida County, General Code has set up and supported: 236 Users; over 100 Business processes; trained over 180 Oneida County employees on the Laserfiche platform, provided project management, grant writing and content management consulting.

In parallel to this support and development General Code has expanded its resources significantly both inside and outside the organization and has utilized many of these resources in support of Oneida County. We have long recognized the need to mitigate the risk our customers might feel for having enough resources to support an aggressive implementation of an enterprise content management solution along with the growing interest of incorporating a shared services approach with other jurisdictions to provide broader capability at a lower cost.

In recognition of this need for risk mitigation General Code has expanded resources in support of our clients both internally and externally. Internally, General Code has expanded its technical staff in support of all 450+ Laserfiche customers we work with in 16 different states - nearly half of which are in the state of New York. We have an integrated delivery and support system that is made up of 3 key component areas in our business. These include:

- Project Management
- Technical Engineering and Training
- Support Engineering

Currently General Code is staffed with:

- 1 Technical Operations Manager
- 3 Project Managers
- 3 Technical/Training Engineers
- 5 Support Engineers/Helpdesk

We are currently hiring a fourth Technical Engineering staff member to join our Technical Engineering team. In any instance where the volume of work and projects coming from Oneida County require additional resources for faster, near-term implementation, General Code is well staffed to support that type of aggressive expansion. We understand that Oneida County would like 1-2 days per week of focused support either onsite at the Oneida County offices or offsite at General Code or a combination of both. We have committed to providing such support and have included pricing further in this response for dedicated technical support both onsite and off over an above the technical support already given daily through the helpdesk and project management functions.

In addition to our Technical Support Team, we have expanded our Sales Support Team as well. Our Sales Team provides significant account support for project planning through business process needs assessments as well as support in development of grant strategies for resource acquisition in support of account growth. We have a Sales Operations Manager along with Oneida County's current Solutions Account Executive and an

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inside Sales Representative who works in support. Also, in support is our pre-sales team that provides all of the pricing and proposal information required for system expansion and support services.

Externally, in support of our clients General Code has established business relationships with two other Laserfiche Resellers in critical areas of functionality including program integration and data migration/conversion. Those allied Laserfiche Resellers are:

- IP Digital of Boston, MA (integration development and programming for the NYPTI Case Management integration with Laserfiche)
- DataFlow, Inc. of Binghamton, NY (data migration and email management)

Both of these companies remain as vendor partners to General Code and are available to support critical project development and implementation of services for overflow and backup of these types of critical work. Both have been involved in key development projects for Oneida County as noted and remain available in support of any and all Technical Engineering support programs.

In addition to these external resources, General Code maintains an excellent relationship with Laserfiche's Technical Support Team and utilizes their services as a second level of support for any technical issues that require more in-depth review of technical issues that arise out of the internal software programming. Laserfiche currently has a total staff of 300 employees based in Long Beach, CA. Over half of their staff are software development engineers and technical support staff who are available to our customers on an as needed basis.

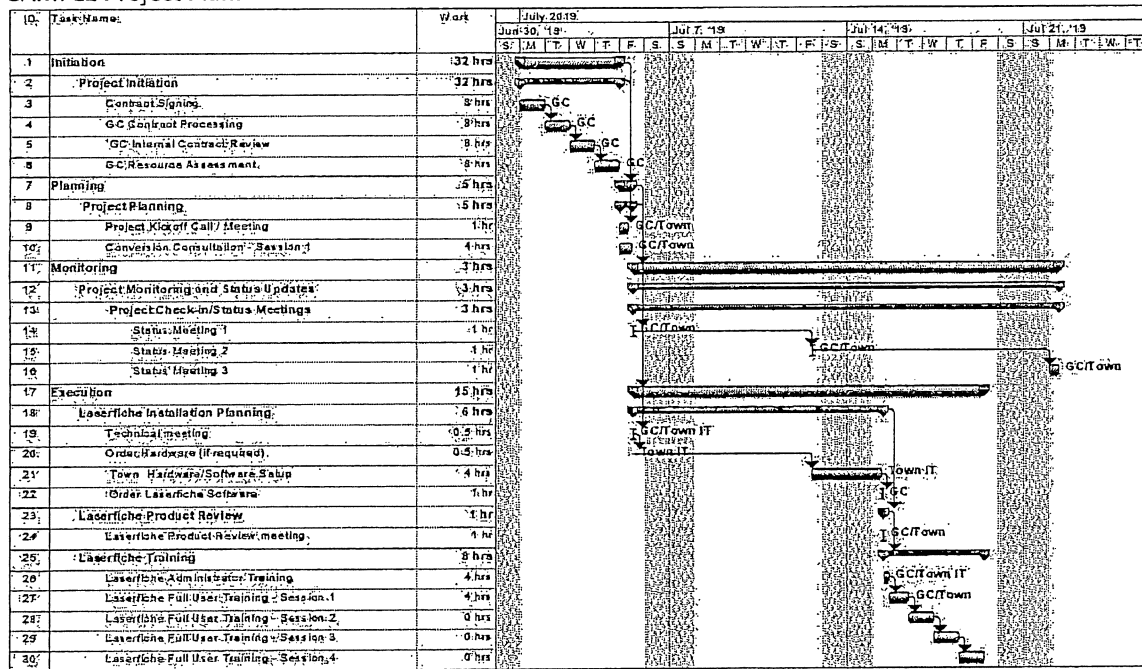
It is crucially important, when working with the Laserfiche software that items such as security rights, new business process implementations, integrations and workflows, folder and Laserfiche repository modifications, that every consideration is given to achieve the best end product and to circumvent complications. Laserfiche is built for flexibility; however, with that flexibility comes a need for governance. To that end, any additional Laserfiche supplier would need to work through General Code as a subcontractor. This structured approach will afford the County cohesive projects and continuity of service while providing the necessary oversight and system management. A complete understanding of the software, how it has been implemented and how it is structured is imperative to productive and cost-effective expansion of the software solutions.

2. SAMPLE PROJECT IMPLEMENTATION PLAN

For each project the County enters into under the 3-year services agreement a scope of work for that project is written and used as the foundation to build a project plan. Below is a sample project plan for your review. Since the services contract does not include a specific project to outline it is difficult to itemize the needs of both General Code staff and Oneida County as requested in the RFP (“A Project Plan describing all actions, activities, costs and timelines required by the bidder and Oneida County.”) This statement is very hard to define since there are no parameters for the next 3 years of projects and services are need based.

With that understanding, we have provided a sample project plan that General Code utilizes regularly for projects. We use Gantt charts to outline the project steps, assignments and timelines. This in combination with the statement of work and monthly status reports for each project provides the necessary foundation for a structured project management approach. Enabling both the County and General Code to manage expectations, timing, scope changes and issues that arise during an implementation of a project.

SAMPLE Project Plan:



3. EXPERIENCE

For over 56 years, General Code has been in the business of organizing important government information and records to provide easier access and greater transparency. We are experts in improving document and content management processes and delivering cutting-edge technology solutions, providing new and reliable tools to our customers to better serve their constituents. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code's Content Management Business is responsible for all sales, implementation and support of over 400 Laserfiche customers - primarily local and County Governments in 17 different states. We have been a Laserfiche reseller for over 19 years and are one of the few Platinum Certified Laserfiche Resellers in the Laserfiche network. We have consistently been a top 5 government reseller for Laserfiche for the past 16 years having been a Laserfiche Winner's Circle VAR the last 16 years.

PARTNERSHIP WITH ONEIDA COUNTY

Oneida County, through its Department of Information Technology, entered into an agreement with General Code, LLC for Enterprise Content Management (ECM) services for the second 3-year term from September 12, 2016 through September 11, 2019. To form the basis of the ECM system, Laserfiche Rio software was selected as the County's chosen ECM solution because it combines comprehensive ECM functionality with business process management, security and auditing tools. General Code's experience with County government implementation, history of customer service and ability to bring a consultative and partnered approach to the County's ECM project made General Code the ideal partner for this project.

Since initial implementation of the ECM system in 2013, Laserfiche Rio has been implemented within the following departments:

- Assigned Counsel
- Audit and Control
- Board of Elections
- Board of Legislature
- Budget
- Central Services
- County Attorney
- District Attorney
- Department of Public Works
- Department of Social Services - Legal
- Engineering
- Finance
- Department of Health
- 911
- Office of Aging
- Payroll
- Pistol Permits
- Planning
- Public Defender – Civil Family Court
- Purchasing – Audit Control



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- Veteran's Affairs

Specific projects that have been implemented within the ECM rollout are as follows:

- Automation of the District Attorney Case Records from incoming through adjudication
- Integration of NYPTI (DA Case Management System) with Laserfiche
- Contract Management Automation through negotiation to approval of contract
- Asset Allocation and Reporting for DPW
- Automation of Planning Application
- Automation of Transportation Survey for Planning
- Automation of Candidate Petitions for Board of Elections
- Automation for invoicing and payment for Assigned Counsel
- Compliance Tracking
- Case Workflow Automation for Public Defender – Civil
- Case Management Workflow for Department of Social Service – Legal
- Scanning folder setup and training for all departments listed above along with various other items and departments specifically for the Opiates Case.

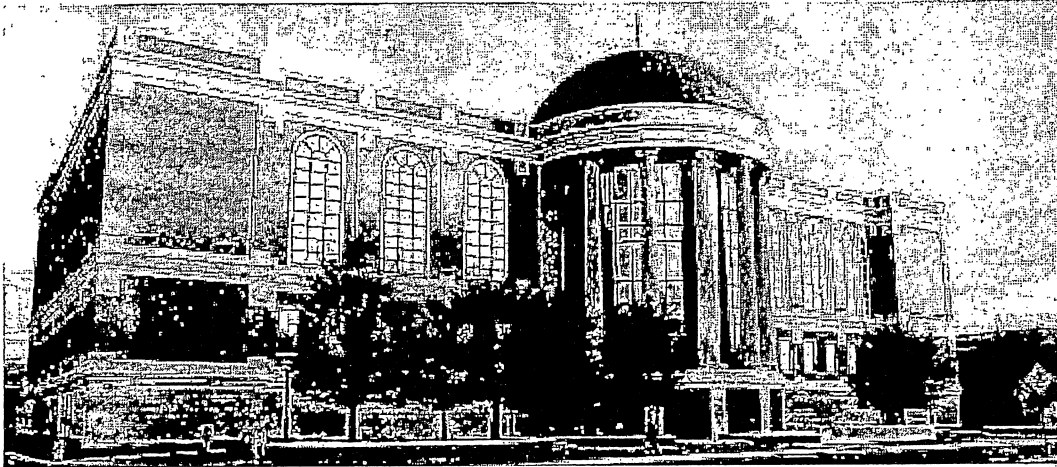
General Code specific support:

- Onsite User Group for refresher training April 2019 – 2 sessions
- Onsite Project Management support with determining project goals and scope continual
- Onsite Account Executive support/demonstrations/discussions for expansion for the shared service initiative with the Towns/Villages in Oneida County
- Account Executive support with writing 2 grants over the last 6 years for the total \$161,150
- Support with the Email Categorization consultative report from the planning grant and future grant writing for the remaining \$250,000 eligible for program implementation for email categorization.
- Onsite and offsite scanning consultative services and recommendations
- Laserfiche Empower Registration Scholarships
- Support for writing Award Applications for RunSmarter, Digital Counties
- Support for presentations to NYSAC, NYSACC, Laserfiche Empower
- Laserfiche training CCP Course registration fees supplied

VISION FOR CONTINUED EXPANSION

Oneida County envisions that all County departments will benefit by implementing Laserfiche Rio ECM software to store, retrieve and share important records in a timely and efficient manner. In keeping with its vision to incorporate all County departments, the County desires to enter into an agreement for an additional three (3) years to include the term September 12, 2019 through September 11, 2022. General Code and Information Technology will work together on this multi-phased project and continue their efforts to meet with key staff within each department to develop a written cost estimate for labor hours and licenses required for successful implementation for each department-specific application. This continued expansion is consistent with the County's strategic plan to create greater efficiency, lower costs and improve productivity. The project team will continue to evaluate each unique business structure and its respective processes to accomplish this task and reach all objectives.

County ECM Solutions




County governments provide essential services to communities. The nature of these services is diverse—from operating 911 centers, supplying drinking water, and building local economies through economic development. Counties like yours maintain roads and bridges, run hospitals and nursing homes, and manage airports. Functions essential to our democratic system—such as conducting elections, ensuring a fair and speedy judicial system, and providing transparency to citizens and journalists—are in the hands of our county governments.

Each of these activities is critical and complex, so everything must run smoothly all the time. Whether it involves administering contracts, following procurement processes, filing and retrieving vital records, or accepting payments for services rendered, counties must run like clockwork. When so many essential services depend on county government, county governments depend on Laserfiche and the Enterprise Content Management (ECM) solutions of General Code.

Our Laserfiche solutions are best-in-class for records management. Your records will be properly and efficiently processed, stored, and filed for easy access in a central repository. But our solutions offer even more benefits for county operations. With Business Process Management, you'll automate complex, multi-departmental processes across your county. You'll be streamlined, speed up approvals, and save time and money. And with the integration capabilities of our ECM solutions, you'll be able to connect all of your existing and essential software solutions into one cohesive system.

Today's most forward-thinking counties are using General Code's ECM solutions to transform complexity into simplicity. They realize what it takes to keep their county running smoothly. It takes Enterprise Content Management from General Code. It takes Laserfiche.

As a sampling, General Code has performed the following Laserfiche Rio installations or upgrades for customers with 25 Laserfiche users or more within the past five (5) years:

Scalable 

ECM Solutions That Can Expand With You

Many county governments originated as divisions of their state government. They were small organizations and provided limited functions. Times have changed. Over the past century, counties evolved into autonomous bodies. They have continuously increased in size and the range of services that they provide. This trend is likely to continue.


Because your county will continue to grow, you need an ECM solution that can grow with you. General Code's solutions, including Laserfiche, are scalable solutions. Whether you add more users, expand your system to include more departments, or need to accommodate a new procedure, you'll be able to adapt your system to the task. As new mandates, regulations, or legislation make processes more complicated, Laserfiche and our ECM solutions will keep things simple and keep your county running smoothly.

Configurable 

Every County Is Different, So Our ECM Solutions Are Configurable

No two counties are exactly alike. In fact, counties can be drastically different from each other in many ways. From leadership structure—whether you have a County Manager, County Administrator, or County Executive—to geography and population size—from primarily urban, suburban, rural, or a mixture thereof—counties face different challenges and issues.

Each county has evolved its own organizational and fiscal structure that suits its needs. That's why our Laserfiche and other ECM solutions are designed to be configurable. We adapt our solutions to the way your county already operates. You may have unique processes, but we can implement records management procedures and business process workflows that mimic that way you currently function. Your ECM solution will be tailored to serve your needs, allowing you to better serve your community.

Essential 

ECM is Necessary for Today's County Governments

Many county governments find themselves underfunded and understaffed. Meanwhile, state mandates continue to increase. Regardless, your county must continue to function and provide essential services directly to your residents. The ECM solutions of General Code, including Laserfiche, can be a tremendous help to counties as they need to find better ways to run their daily operations.

By streamlining your operations, you'll be able to accomplish more with the staff that you currently have. You'll drastically reduce the time involved in walking files from one department to another, as well as the time it takes to track down paperwork. You'll reduce the errors that are inherent to manual processes.

You'll *Run Smarter*® while being able to handle the complex and challenging nature of managing your county government.

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Customer	State	Description
City of Chicopee	MA	New Rio Installation with Records Management
City of Framingham	MA	New Rio Installation with Business Process Automation & Records Management
Town of North Andover	MA	RIO Upgrade, Public Portal
City of Northampton	MA	Rio Upgrade & Records Management
Town of Brookline	MA	Rio Upgrade with Business Process Automation
Town of Lexington	MA	Rio Upgrade with Business Process Automation
Town of Mashpee	MA	New Rio Installation
City of Bangor	ME	New Rio Installation with Records Management
Charter Township of Pittsfield	MI	Rio Upgrade with Records Management
Charter Township of Shelby	MI	Rio Upgrade with Records Management
City of Lansing	MI	New Rio Installation with Business Process Automation
City of Inkster	MI	New Rio (Subscription Licensing), & Records Management
City of Monroe (Police)	MI	Rio with LF Connector
Eaton County	MI	Rio, Forms with Business Process Automation
Township of South Orange Village	NJ	Rio, Records Management, Public Portal
Township of Evesham	NJ	Rio Upgrade
City of Las Cruces	NM	Rio, Records Management, Public Portal
Albany County	NY	New Rio Installation with Business Process Automation
City of Buffalo	NY	Rio Upgrade with Business Process Automation
City of Long Beach	NY	Rio Upgrade
City of Newburgh	NY	Rio Upgrade with Business Process Automation
City of Rochester	NY	New Rio Installation with Business Process Automation & Records Management
City of Saratoga Springs	NY	Rio Upgrade
City of Yonkers	NY	Rio Upgrade with Business Process Automation & Records Management
Livingston County	NY	New Rio Installation with Business Process Automation
Montgomery County	NY	Rio Upgrade with Business Process Automation & Records Management
Oneida County	NY	Rio Upgrade with Business Process Automation
Southern Tier West Regional Planning	NY	Rio Upgrade
St. Lawrence-Lewis County BOCES	NY	New Rio Installation with Business Process Automation & Records Management
Sullivan County	NY	New Rio Installation; Forms Portal
Tompkins County	NY	Rio Upgrade with Business Process Automation & Records Management
Town of Bedford	NY	Rio Upgrade with Records Management
Tompkins Cortland Community College	NY	New Rio Installation; Data Conversion; Forms Professional & Portal;
Town of Brookhaven	NY	Rio Upgrade with Business Process Automation & Records Management
Town of Dover	NY	New Rio Installation with Business Process Automation & Records Management
Town of Huntington	NY	Rio Upgrade with Business Process Automation
Town of Poughkeepsie	NY	Rio Upgrade
Town of Smithtown	NY	New Rio Installation with Business Process Automation & Records Management
Town of Southold	NY	Rio Upgrade with Business Process Automation
Town of Yorktown (Phase 1 & 2)	NY	Rio Upgrade with Business Process Automation & Records Management
Yates County	NY	Rio Upgrade with Business Process Automation & Records Management
Franklin County	PA	Rio Upgrade with Business Process Automation
City of Milwaukee	WI	New Rio Installation with Business Process Automation & Records Management
Dane County	WI	Rio Upgrade

Over 200 counties, municipalities, and organizations in New York State trust General Code and Laserfiche with electronic document management

Laserfiche

Counties

Albany County
Cortland County
Fulton County
Livingston County
Montgomery County
Oneida County
Saratoga County
Sullivan County
Tompkins County
Washington County
Wayne County
Yates County

Cities

City of Amsterdam
City of Albany
City of Beacon
City of Buffalo
City of Canandaigua
City of Cohoes
City of Corning
City of Glens Falls
City of Gloversville
City of Ithaca
City of Long Beach
City of Middletown
City of Newburgh
City of Poughkeepsie
City of Rensselaer
City of Rochester
City of Saratoga Springs
City of Schenectady
City of Watervliet
City of Yonkers
New York Police Dept. Training Unit
NYC Civilian Complaint Review Board

Towns

Town of Avon
Town of Bedford
Town of Binghamton
Town of Brighton
Town of Brookhaven
Town of Cazenovia
Town of Champlain
Town of Chester
Town of Clarence
Town of Clarkson
Town of Clay
Town of Clayton
Town of Clifton Park
Town of Clinton
Town of Cobleskill
Town of Colton
Town of Conesus
Town of Dover
Town of East Fishkill
Town of Eastchester

Town of Greece
Town of Greenburgh
Town of Greenfield
Town of Halfmoon
Town of Hartland
Town of Henderson
Town of Huntington
Town of Hurley
Town of Irondequoit
Town of LaGrange
Town of Lake Luzerne
Town of Lloyd
Town of Lockport
Town of Lyme
Town of Malta
Town of Mamaroneck
Town of Milo
Town of Moreau
Town of New Berlin
Town of New Scotland
Town of Niagara
Town of Niagara Courts
Town of Niskayuna
Town of North Castle
Town of North Elba
Town of North Hempstead
Town of North Salem
Town of Onondaga
Town of Owego
Town of Parma
Town of Patterson
Town of Pawling
Town of Perinton
Town of Pleasant Valley
Town of Pompey
Town of Putnam Valley
Town of Queensbury
Town of Ramapo
Town of Reading
Town of Rhinebeck
Town of Rotterdam
Town of Rush
Town of Salina
Town of Schodack
Town of Skaneateles
Town of Smithtown
Town of Somers
Town of Southold
Town of Sweden
Town of Stafford
Town of Ulster
Town of Union
Town of Union Vale
Town of Victor
Town of Walkkill
Town of Walworth
Town of Wappinger
Town of Warwick
Town of Webster

Town of West Monroe
Town of Wilton
Town of Woodbury
Town/Village of Harrison

Villages

Village of Albion
Village of Ardsley
Village of Asharoken
Village of Avon
Village of Bath
Village of Brockport
Village of Bronxville
Village of Chester
Village of Chittenango
Village of Croton-on-Hudson
Village of Dundee
Village of East Hampton
Village of Fairport
Village of Fair Haven
Village of Fishkill
Village of Garden City
Village of Geneseo
Village of Great Neck Estates
Village of Groton
Village of Hamburg
Village of Harriman
Village of Haverstraw
Village of Hempstead
Village of Hilton
Village of Holley
Village of Homer
Village of Ilion
Village of Irvington
Village of Kenmore Police Dept.
Village of Kiryas Joel
Village of Lake Success
Village of Lowville
Village of Lynbrook
Village of Macedon
Village of Manorhaven
Village of Medina
Village of Mineola
Village of Newark Valley
Village of North Haven
Village of Ossining
Village of Owego
Village of Oyster Bay Cove
Village of Port Chester
Village of Port Washington North
Village of Rhinebeck
Village of Rye Brook
Village of Sagaponack
Village of Sands Point
Village of Sandy Creek
Village of Scarsdale
Village of Skaneateles
Village of Southampton



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Village of Sylvan Beach
Village of Thomaston
Village of Voorheesville
Village of Wappingers Falls
Village of West Carthage

Education

Albany Medical College
Beaver River Central School District
Jamestown Public School District
Marcus Whitman Central School District
Mohawk RIC (Madison-Oneida BOCES)
Northeastern RIC-Capital Region BOCES
Rockland County BOCES
Sandy Creek Central School District
St. Lawrence-Lewis County BOCES
Tompkins Cortland Community College
Tri-Valley Central School District
Utica City School District

Other

Boulevard Federal Credit Union
Brookfield Renewable Power
Buffalo Economic Renaissance Corp.
Buffalo Sewer Authority
Chase Memorial Nursing Home
Columbian Mutual Life (Farmers & Traders)
Curtis and Bissonette, Inc.
Gouverneur Town Court
Grant Associates, Inc.
League of Mutual Taxi Owners FCU
Master Planners & Associates
National Association/Drug Abuse Problems
New York Conference of Mayors
New York State United Teachers
NYS Association of Towns
Oswego Port Authority
Pace Window and Door Corp
Selden Fire District
Southern Tier West Regional
Planning/Development Board
Tax and Investment Group
The Rehabilitation Center of Olean
The Resource Center of Jamestown
Tompkins Financial Advisors
Westchester Joint Water Works
Western NY Asset Management



4. RESUMES OF KEY PERSONNEL

General Code has three Project Managers on staff. Typically, each project manager will work on two or three moderately sized projects at a time, fewer if the projects are complex. Project Managers will remain with a project from start-to-finish unless a change is required. Customers who engage in multiple projects with General Code will generally have the same project manager assigned to each subsequent project to ensure a sustained knowledge base and continuity. This will ensure consistency across the projects, and direct access for question resolution, project status updates, change order requests and issue escalation. In the case of Oneida County, where the entire launch and expansion of Laserfiche is measured in years and not by a specific singular project we will commit a second project management resource to work with Sandy Brennan. This Project Manager will increase General Code's ability to deliver more projects while increasing response and implementation times. Furthermore, General Code will assign various specialists across the duration of each specific project based on expertise needed and schedule.

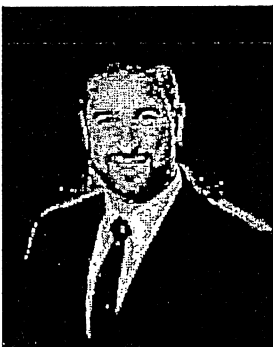
For each Process Automation project, the Project Manager and a Laserfiche consultant/developer will cooperatively work with the County to understand process requirements and develop solutions to meet the defined needs.

The following resumes represent a selection of General Code staff members who are likely to be participating in the County's ECM project.



Dan Foster
General Manager

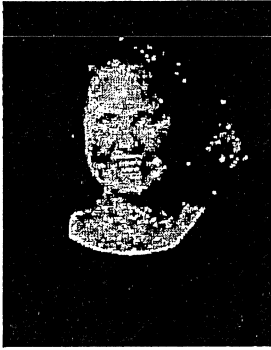
Dan has been with General Code for over 16 years. During this time, he has been responsible for expanding the Company's relationships with current and new customers in the Enterprise Content Management market. Dan has many years of experience in business management and operations as well as managing client relationships. He has provided leadership in developing ECM and software strategies for General Code's customers. Dan's extensive business and strategic planning experience, as well as experience working with our government customers, provides our team's insight in understanding and mapping business process and document workflows.



Mike Rizzo
Operations Manager

Mike Rizzo has over 15 years of IT experience ranging from quality assurance, technical support, customer training, and development to management level activities. Mike has been with General Code since 2005 and has been involved with over 25 Laserfiche Rio implementations. He formerly served as Lead Laserfiche Helpdesk Technician for our largest accounts. Mike holds the following Laserfiche certifications:

- Administrator I
- Laserfiche Specialist - Repository Architect
- Enterprise Content Management 101
- Installation and Configuration



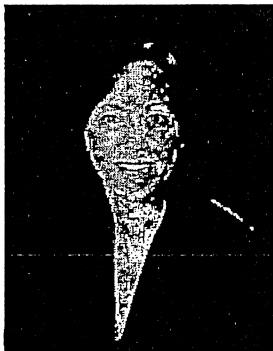
Liz Mistretta
Solutions Account Executive

Liz Mistretta is a graduate from the State University of New York at Fredonia, earning a Bachelor of Arts degree in Political Science and Legal Philosophy. Liz has been with General Code since 2003 with extensive experience with New York and Pennsylvania government sectors involving Electronic Document Management related project management, building customized document solutions, customer service and marketing. In addition, she has a solid background in both the New York and Pennsylvania codification services. She has visited on-site with many of our clients in their offices and has traveled out to numerous conferences. Her knowledge of our clients and their needs is tremendous.



Sandy Brennan
Project Manager and Installation Engineer

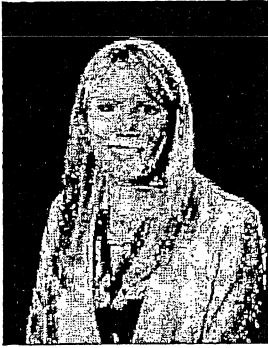
Sandy Brennan joined General Code in 1996. Sandy has been integral in General Code's Laserfiche operations since our first association with Laserfiche. Sandy has served as product line manager for Laserfiche operations and has worked with hundreds of Laserfiche clients in developing and implementing their ECM solutions. She has been the Project Manager for 50 major Enterprise Content Management solutions. Her prior experience includes network administrator for Xerox, CAD operator for The Switzer Group, and design associate for MIA Inc. She has held a number of certifications in network administration. Sandy has worked with Courts in Pennsylvania and New York to organize folder structures and templates for storing and retrieving court documents easily and quickly.



Crista Deniz, PMP
Project Manager

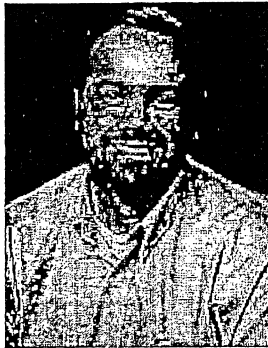
Crista Deniz is a certified Project Management Professional with over 15 years of IT experience including all phases of the software development life cycle. Her background spans the retail, financial and manufacturing industries and includes 5 years of consulting experience with a top consulting firm working on technology initiatives for Fortune 500 clients. She has served as Executive Director for the largest women's association in Rochester, as well as Director of Marketing and Publicity for a local financial planning organization. She attained her Project Manager certification from the Project Management Institute (PMI) and holds a BA in Computer Information Systems and Mathematics from the State University of NY at Potsdam and an MBA from Clarkson University.

Crista's experience with legal and court documents include work with Police Departments, Prosecutors, Circuit and District Court Clerk offices in New York and Michigan. Projects ranged from paper-to-digital document conversion, to general process automations and case management with system integrations with other mission critical systems.



Cara Wojtylak
Project Coordinator

Cara Wojtylak brings over seven years of Project Management experience to General Code and supports both Municipity and Laserfiche customers throughout all phases of their respective projects. Prior to working for General Code, Cara was employed by a local health care system for eight years spending the last six of those years transitioning their many different service areas to electronic medical records. She has a degree in Information Technology and possesses strong technical and process definition skills.



Brian Hoody
Laserfiche Strategic Account Support Advisor

Brian Hoody has 20+ years of technical support, customer training and quality assurance experience. He has supported Laserfiche products at General Code since 2004, including working closely on many of our Laserfiche Rio implementations. He has worked for Advanced High Tech and Xerox, extensively with printing systems, digital printing and scanners and has worked with high profile clients such as Pitney Bowes, Minolta, Konica, Canon and Imation. He holds the following Laserfiche certifications:

- Admin I
- Admin II
- Capture I
- Capture II
- Enterprise Content Management 101
- Installation and Congiruation
- Laserfiche Specialist
- Laserfiche Specialist – Repository Architect



Donald Brewer
Project Engineer

A trainer and educator with 19 years experience working with diverse audiences to increase their knowledge in such subjects as computer science, multimedia, and critical thinking. He has performed over 100 Laserfiche installs and migrations since 2008. Don has led the development and implementation of all of the workflows in place in Livingston County's Prosecutor's office. Donald is an A.B.D. in Organization and Management from Capella University and earned an M.A. in Adult Education and Communications Technology from Indiana University of Pennsylvania. He also holds the following Laserfiche certifications:

- Laserfiche Platinum Certification
- Laserfiche Specialist – Repository Architect
- Administrator I (*enhanced*)
- Business Process Management I
- Installation and Configuration

Oneida County, NY – Enterprise Content Management System Services RFP #2019-271

- Enterprise Content Management 101
- Administrator I for Laserfiche 9
- Records Management 9
- Capture II: Quick Fields
- Advanced Security
- BPM II: Laserfiche Forms 9
- Records Management I
- Laserfiche Administrator II
- Laserfiche Specialist
- Capture I
- Administrator I



Jesse Anaya
Senior Help Desk Technician

Jesse Anaya provides HelpDesk assistance, installation, training, and development for General Code's clients. He has earned his Laserfiche Platinum certification, which allows him to configure and troubleshoot robust Laserfiche systems. He is also certified in CompTIA A+, Network+, and Microsoft MCP, and has software, server, and networking experience. Jesse has been in the IT industry since 2010 and has been with General Code since 2016. He has a degree in Computer Science from Worcester State University.



Brannon Doughty
Help Desk Technician

Prior to joining General Code, Brannon worked in various roles in the IT field varying from help desk technician, trainer, supervisor, etc. Currently, he holds a degree in Computer Science, Comptia A+, and is working on obtaining additional certifications in Network Management. Brannon currently is supporting Laserfiche as a Help Desk Technician and has holds various certifications to further his knowledge of Laserfiche and its components. Brannon has a firm grasp of the overall Laserfiche topology and continues to work vigorously to resolve all user requests in a timely, high-level fashion.



Brian Rook
Application Support Technician

Brian Rook is a former U.S. Army officer. He was stationed in Washington State and specialized in weapons of mass destruction. After leaving the Army, Brian entered the IT field. He has spent two years as a Desktop Support Agent, and also worked on web development. Brian earned his Bachelor of Arts degree from the University of Rochester. He holds the Laserfiche Gold Certification.

5. PROPOSED RESPONSE TIMES AND PROCEDURES

Laserfiche Software Assurance Plan (LSAP) Levels:

Included Benefits	Basic	Priority
Maximum response time	8 business hours	See below
Software patches and product updates	✓	✓
Remote troubleshooting of any Laserfiche errors or technical issues	✓	✓
Escalation to Laserfiche Engineers for any software issues that we cannot immediately resolve.	✓	✓
100% credit toward product upgrades	✓	✓
Access to the Laserfiche Support Site and Laserfiche Answers	✓	✓
User group meetings	✓	✓

Priority LSAP Service Level Agreement			
Priority	Criteria	Response Time	Target Completion Time
Critical - Many people can't work or system down	Affects more than one person and the issue is mission critical with no workaround available.	Within 60 minutes	Within 4 hours for a workaround or fix. Depending on the workaround, priority becomes medium.
High - 1 person can't work	Affects one individual with no workaround available.	Within 2 hours	Within 1 working day for a workaround or fix.
Medium - Many users are inconvenienced	Affects one or more people. Workaround(s) available.	Within 1 working day	Within 3 working days.
Low - 1 person is inconvenienced	No effect on productivity, or unsupported software. Does not require immediate attention.	Within 3 working days	Within 5 working days.

PLEASE NOTE:

The County is currently at the Basic LSAP level. Should the County decide to move to the Priority level, there would be an additional charge of \$17,034/annually based upon its configuration as of the date of this response.

General Code Laserfiche Support Assurance Plan (LSAP)

General LSAP Support

LSAP is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Laserfiche ECM. With LSAP you will always be confident that you are receiving the very best performance and quality possible.) Technical support also covers the installation of software patches and minor upgrades, as appropriate.

Contacting General Codes Support Team

- Call our toll-free number (855-436-5500)
- email at lfsupport@generalcode.com

Service Level Agreement

- Technical support requests not immediately addressed will be acknowledged within 8 business hours with the majority of response times within 2 hours
- General Codes Help Desk Technician may need to remotely access your system to diagnose an issue.
 - In these situations, General Code will use www.fastsupport.com, or your remote service tool, to create a remote connection with you so they can observe and diagnose an issue
- Technical Support is provided between the hours of 8:00 AM - 5:00 PM EST, Monday through Friday
- In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you
- Every Issue reported to the General Code Help Desk will have a Case Number Assigned for your reference

Included with Laserfiche Support

- Installation of software patches, critical program upgrades and minor upgrades as appropriate
 - Major software updates (typically called 'version releases') may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level or to perform bulk client upgrades. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.
- Remote troubleshooting and repair to the extent of our ability of any errors generated by Laserfiche
- Remote troubleshooting and repair to the extent of our ability any Laserfiche technical issues
- Escalation to Laserfiche Engineers for any software issue that we cannot immediately resolve
- Access to all major and minor patches provided by Laserfiche per the request of the customer
- Access to TIPS and FAQs on the General Code website
- User group meetings
- Access to Laserfiche's knowledgebase
- Access to the Laserfiche Answers forum
- Regular e-newsletters
- Access to webinars

Excluded from Laserfiche Support

- New user or refresher training (on-site or remote)
- Repair of damaged databases
- Establishment of SQL maintenance plan
- Establishment and/or testing of server backup routines
- Addition of custom features or functionality to the software
- Support or troubleshooting of third party software
- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Problems or faults caused by use of the product outside its normal operating conditions.
- Support of Customer Hardware/Infrastructure that is used in conjuncture with Laserfiche

Workflow/Forms Support

Workflow Support is intended to provide support for Workflows/Forms processes created by General Code for our customer or to answer questions related to specific errors customers are encountering with the system.

Workflow/Forms Support included with Laserfiche Support

- Dissecting and understanding explicit error messages
 - If the workflow/form causing the error message was developed by General Code our Helpdesk Technicians will work to fully resolve the issues
 - If the workflow/form causing the error message was *not* developed by General Code our Helpdesk Technicians will work with you to understand the cause of the error messages. Additional troubleshooting/development to resolve this issue will require a change order and will result in the issue being escalated to a development engineer and project manager.
- Halting Run Away Workflows including:
 - Workflow process to clean up the Workflow Database
 - Working with your IT provider to restore from backups
- Additionally, our Helpdesk Technicians can help direct you to Laserfiche references and documentation to help resolve development issues

Workflow/Forms Support excluded from LSAP

- Training on how to use, develop, or test Forms and Workflows
- Initiating the build of a new Form or Workflow
- Resolving error messages related to Workflow/Forms *not* developed by General Code
- Resolving or reviewing issues with no explicit error message related to Workflows/Forms *Not* developed by General Code

Laserfiche Forms Business Process Library Support

The Laserfiche Business Process Library is available to all Laserfiche customers who have Rio or Avante and are on Version 10.0 and higher. The library contains very basic workflow and forms templates to enable users to kick-start creation of common business process automations based on a simple form and/or workflow processes. **These BPL templates are not supported under the Laserfiche Software Assurance Plan.** When a customer downloads the templates and works to create a business process they are engaging in a software development effort.

What Business Process Library Support is included with Basic LSAP

- Helpdesk support for problems accessing Laserfiche Forms and/or the Business Process Library
- Assistance downloading and/or importing Business Process Library templates
- Upgrading to the latest version of Forms/ Business Process Library
- Troubleshooting bugs or error messages within the Laserfiche program

What Business Process Library Support is *Not* included with Basic LSAP

- Custom business process development
- End User Training on Forms/Workflows and the Business Process Library
- Resolving error messages related to Workflow/Forms created from the Business Process Library that were *Not* developed by General Code
- Resolving or reviewing issues with no explicit error message related to Workflows/Forms created from the Business Process Library *Not* developed by General Code

If additional support is needed General Code has two different levels of support to offer for such a development effort.

Option 1 - Block Support/Training – Business Process Library Development

When a customer is the primary driver of the business process automation development but wants to consult with General Code’s team of Helpdesk and BP Development experts, they can contract for a block of time to be set up to work with General Code’s team or to receive additional training. General Code will do the requested work/training and track time against the established block of hours. This work/training can be complete Onsite or Remotely. When the block support time is used up, we will then notify the customer and discuss replenishment.

Option 2 - GC Streamline Business Process Automation Library

General Code has developed an array of Business Process Solutions based on our experience of working with over 400 Laserfiche local government customers. Our Library is growing and can be found on the General Code CMS website (<http://cms.generalcode.com/gcstreamline-solutions/>). Our Library offers pre-built packages based on live, working installations of Laserfiche incorporating both forms and workflow. General Code provides the package, along with an estimate of time for configuration, setup, testing and training along with ongoing maintenance of the Business Process Solution. This option can provide a much faster implementation than what might be achieved doing internal development. It also assures you that General Code’s team of Helpdesk and Development experts will be ready to address any issues that might come up after implementation.

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PROJECT "B" NAME		Contract Signing Date					5/1/2017		
GC Line #297929		Total Contract Cost:					\$35,900.00		
Percentage Complete = 70.3%		Estimated		Remaining			Roadblock	GC Resource Required (Individual/Other)	Customer Resource Required (Individual/Other)
Task/Function	Complete	Onsite Hours	Remote Hours	Onsite Hours	Remote Hours	Total Hours Remaining			
CONTRACT ESTIMATE									
Contract Request Submission Form	✓	48	80	0	0	0			
Supplemental Documentation Submittal Form	✓			0	0	0			
Training documentation for form end-users and reviewing attorneys	✓			0	0	0			
Folder structure and templates	✓			0	0	0			
User accounts and security for reviewers	✓			0	0	0			
Training for John, Mary, Beth, Anthony	✓			0	0	0			
Client Installations on all attorney PCs	✓			0	0	0			
Workflow to process submissions up to getting a signed contract from the vendor	✓			0	0	0			
Finalize Insurance workflow to update dates when certificates are received				0	4	4			
Complete form for new vendor approval (email not working) and modify workflow to update vendor tables.				0	4	4			
Workflow for email notifications when contracts are about to expire				0	8	8			
Update LF form with department units				0	1	1	List of units per department		Kathy
On-site training for the rest of the Attorneys and Submitters (1/2 Day * 3 Groups (County Legislature, Budget, County Exec.)				12	0	12	Date for end-user training		Kathy
Tweaks to workflow; PDF form not populating correctly, complete approval process through Budget, County Exec and Leg.				0	4	4			
Integrate existing Contracts database into the tables that Laserfiche is using so we have the historical info				0	4	4			
Populate database with Submitters				0	1	1	List of submitters with phone and email addresses		Kathy agreed to get at training
		48	80	12	26	38			

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PROJECT ID NAME GC Line #299581 Percentage Complete = 100.0%							Contract Signing Date Total Contract Cost		8/2/2017 55,938.00
Task/Function	Complete	Estimated		Remaining		Total Hours Remaining	Roadblock	GC Resource Required (Individual/Other)	Customer Resource Required (Individual/Other)
		Onsite Hours	Remote Hours	Onsite Hours	Remote Hours				
CONTRACT ESTIMATE		8	16						
Installation of 2 Users	✓			0	0	0			
Requirements Gathering with Dean to discuss the concept	✓			0	0	0			
Create PDF for distribution				0	8	8			
Workflow to distribute form				0	8	8	Decision about how to handle signatures		Michael
Configure Import agent to accept completed form				0	4	4			
Training manuals				0	4	4			
		8	16	0	24	24			

PROJECT ID NAME Line #300811 Percentage Complete = 00.0%							Contract Signing Date Total Contract Cost		8/27/2016 50,925.00
Task/Function	Complete	Estimated		Remaining		Total Hours Remaining	Roadblock	GC Resource Required (Individual/Other)	Customer Resource Required (Individual/Other)
		Onsite Hours	Remote Hours	Onsite Hours	Remote Hours				
CONTRACT ESTIMATE		8	24						
Requirements gathering				0	4	4	Meeting date to begin project - How end users will sign acknowledgement form		Harry
Form and workflow design and development				0	16	16			
Training manuals				0	4	4			
Forms deployment and training				8	0	8			
		8	24	8	24	32			

Oneida County, NY – Enterprise Content Management System Services RFP #2019-271

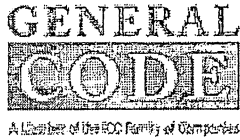
PROJECT NAME		Contract Signing Date		8/28/2019		Total Contract Cost		57,224.00	
Line #01941		Percentage Complete: 77.7%							
Task/Function	Complete	Estimated Onsite Hours	Estimated Remote Hours	Remaining Onsite Hours	Remaining Remote Hours	Total Hours Remaining	Roadblock	GC Resource Required (Individual/ Other)	Customer Resource Required (Individual/ Other)
CONTRACT ESTIMATE		36	8						
Form to accept data	✓			0	0	0			
Workflow to process data	✓			0	0	0			
Transfer and configure workflow to Customer server				0	8	8			
Update data sources with new calculations and equipment				0	2	2	-Current dollar values for equipment and labor -List of Municipalities and associated equipment		Tim
Training manuals				0	2	2			
Train end-users				8	0	8			
		36	8	0	12	12			



7. SAMPLE COPY OF STANDARD CONTRACT

To comply with the County's RFP request, we have included a sample copy of our standard contract as Appendix B. However, as Oneida County is a current customer of General Code, additional enhancements routinely identified are documented via a change order process.

If it is determined that a change is required, General Code will generate a written change order-related document referencing the County's contract number for the additional software/services. Acknowledged approval by the County is required prior to General Code beginning any additional work. Customarily, this has been accomplished through the submittal of an Oneida County Purchase Order.



May 24, 2018
Page 1 of 1

Contract # 10929
Content Management Project Pricing
for
Oneida County, NY
Training Services – Payroll Project

Item Description	Model	Quantity	Unit Price	Total Price
Professional Services				
Requirements Gathering Meeting	On-Site	1	\$1,500.00	\$1,500.00
Pre-Build Folder Structure	Off-Site	0.5	\$1,000.00	\$500.00
Laserfiche User Training	On-Site	1	\$1,500.00	\$1,500.00
Remote Services / Project Management	Off-Site	1	\$125.00	\$125.00
			Professional Services Subtotal	\$3,625.00
			Grand Total	\$3,625.00

STATEMENT OF WORK

Oneida County Payroll Project

- One (1) day on-site:
 - o Requirements gathering meeting to review the current state; how files are stored, software currently used (potential data sources).
- One-half (.5) day off-site:
 - o Based on the requirements gathering meeting, pre-build the folder structure for a single employee, which will be used for replication and templates. If data is available, we will pre-build all current employee folders.
 - o Create Laserfiche user accounts and apply security to templates, folders and volume.
- One (1) day on-site:
 - o Laserfiche user training.

Payment Terms: 100% on delivery of software and/or services.

Price Validity: Price is valid for 30 days from 5-24-18.

General Code Representative: Liz Mistretta
585-705-7412; LMistretta@generalcode.com



8. SAMPLE COPY OF CURRENT PURCHASE ORDER FORM



781 Elmgrove Road
 Rochester, New York 14624-2991
 (800)836-8834* Fax(585)328-8189
 Tax ID 20-8015087

A Member of the ICC Family of Companies

Purchase Order No.	PO5661
Date	7/2/2019
Customer Name	Oneida County

Vendor:

Laserfiche Document Imaging
 PO Box 20331
 Long Beach CA 90801

Ship To:

Buyer	Payment Terms	Comments	PA Project #		
Brian Hoody	Net 30		347185LF		
Item Number	Description	Req. Date	Ordered	Unit Price	Ext. Price
LF-EFRM-ENF01	LF- Rio Forms Full(100 Basic)	7/2/2019	1	\$42.00000	\$42.00

Comments/Special Instructions:

Subtotal	\$42.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$42.00

Authorized Signature



9. SAMPLE INVOICE



731 Elmgrove Road
 Rochester, New York 14624-2991
 (800)836-8834 * Fax(585)328-8189

A Member of the ICC Family of Companies:

Invoice No: CMS0021397
 Invoice Date: 2/10/2019
 Due Date: 3/12/2019
 Terms: Net 30
 PO: 80469

Oneida County
 Ms. AnneMarie Ambrose
 800 Park Avenue
 Utica NY 13501

Customer No: ON3205
 Maintenance Period Ends: 4/7/2020

Qty	Description: Laserfiche SW Assurance Plan	Amount
1	Training Center for LF (50+ Us	\$3,920.00

Interest will be charged on all past due accounts at 1.5% monthly.

This order is subject to General Code's Term and Conditions which are available at www.generalcode.com/TCdocs

Subtotal \$3,920.00
 S&H Charges \$0.00
 Tax \$0.00
 Payment/Credit
 Total Due \$3,920.00

Thank you for choosing General Code. We appreciate your business.

Voucher Form (if required)

Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Accounting Administrator

2/10/2019

Account Charged _____ Payment Record: Check # _____ Dated _____

Department Approval _____ Date _____



10. SAMPLE STATEMENT OF WORK

We have included one redacted Statement of Work and one specific to Oneida County for your review.

CHANGE ORDER #XXXXXX LASERFICHE RIO SYSTEM – ADDITIONAL SERVICES

Client Name:	Municipality	Contact Person:	XXXXXXXX
Address:	XXXXXXXXXXXX Utica, NY 13501	Account Executive:	Liz Mistretta
		Date:	XXXXXXXX

City of XXXXXX Fire Department Line of Duty Injury Statement of Work

Introduction

The City of XXXXXX Fire Department (XFD) currently uses a paper-based process to track Line of Duty Injury Issues related to fire fighters.

Fire fighters may notify Supervisors of a Line of Duty Injury the day they happen or afterwards if an injury worsens after a fire fighter has gone home. Supervisors are to fill out an Injury Report for each Injury Reported to them. The reporting fire fighter completes a paper-based Injury Benefits Form for the same incident and signs it. The Supervisor's Injury Report is directly routed to Personnel who hold the report until the matching Injury Benefits Form is received. The Benefits report is sent to the supervisor for comments, and then is routed to the Personnel office.

Personnel will then review the submitted forms for completeness and either request more information or forward the completed packet to the DCA for approval. Personnel may need to make corrections for the submitters or send comments to DCA.

The DCA will review the submission including attached documents, create form letters (from templates) and add signatures on form letters. Approval and denial letters are sent to submitting fire fighters and copies are sent to their supervisors. Personnel needs a way to confirm that a fire fighter has received the denial letter as there is a 20-day window after its issuance in which the fire fighter can respond. It would be helpful to track receipt of approval letters, too.

Some claims are forwarded to physicians, but this will be handled manually as a special case.

Project Objective

The XXXXXXX Fire Department is looking to leverage the Laserfiche Enterprise Content Management solution to automate the capture of Line of Duty Injury submissions, tracking the issue through the determination process and archiving the case for future reference.

The RFD – Line of Duty Injury Issues solution will enable the following savings:

- Standardization of Line of Duty Injury case submission through an online form process.
- Automation of confirmation of receipt to issue submitters via e-mail.
- Increased transparency to cases and case statuses within Laserfiche.
- Ability to verify case decisions are received by submitters.
- Reduction in time and paper waste due to fewer document copies and folders.
- Greater control over case security and no “lost” files.
- Multiple parties may access a case at any time.
- Create efficiencies in the office workflow.
- Ability to retrieve Line of Duty Injury submissions for an individual.

Scope

The proposed solution automates the collection, organization, security and routing of Line of Duty Injury submissions and related documents from submission to resolution.

Functional process segments include:

Injury Form Processing

- Online Illness/Injury Exposure Report with the:
 - Automatic filling of Fire fighter related information based on the entered IBM# based on data available through a City provided SQL View.
 - Ability to complete fields on the Injury form with logic to enforce completion of required data.
 - Assignment of unique identifier to an Injury submission for the simplified matching of Injury and Benefits Forms.
 - Routing of completed submission to Personnel for review.
- Automatic confirmation e-mail of submission to supervisor
- Automatic notification e-mail to fire fighter of request to complete an Injury Benefits Form with GUID link and critical incident information to pre-fill online form.
- Routing of Injury LF Form to Personnel for review.
- Online Personnel Review form with the:
 - Ability to review the submitted Injury form in read-only mode.
 - Ability to add comments on the Injury Submission packet.
 - Ability to identify the form as requiring additional information from the supervisor OR approve packet for review by DCA Aide.

Injury Benefits Form Processing

- Online Injury Benefits Form submission with the:
 - Ability to categorize issue as sustained in the performance or as a result of duty
 - Ability to capture individual submitting the request
 - Ability to capture multiple names and IBM #s for individuals who witnessed and captured footage of incident.
 - Ability to capture incident specific information.
- Automatic confirmation e-mail of submission to fire fighter.
- Routing of LF Form to identified Supervisor for review.
- Review of Injury Benefits Form with the:
 - Ability to review the submitted Injury Benefits Form in read-only mode.
 - Ability to add comments on the Injury Benefits Form specific to the Injury Submission
 - Routing of completed Injury Benefits Form to Personnel for review.
- Automatic confirmation e-mail of submission to supervisor and fire fighter.
- Routing of LF Form to Personnel for review.
- Online Personnel Review form with the:
 - Ability to review the submitted Injury Benefits Form in read-only mode.
 - Ability to identify the form as requiring additional information from the fire fighter OR approve packet for routing to Injury case folder.
- Automatic confirmation of submission e-mail to Personnel and DCA Aide of submission.
- Creation of “case” folders for each Line of Duty Injury case for the accumulation of related information in the LF Repository.
- Automatic naming, creation and organization of case folders for submitted for Line of Duty Injuries.
- Single storage location for “standard” letter templates (as MS Word documents) for use in case files. MS Word template documents provided by the City.
- Word Document for case notes with LF Versioning can be made available within the Case folder for the tracking comments on a case.
- Tracking of status for Line of Duty Injury cases either in LF Forms or the Repository.
- Ability to send notification e-mails with attached letters to submitters and supervisors.
- Ability to track and confirm receipt of letters by fire fighters.
- Automatic movement of Line of Duty Injury cases once their status is set to “Approved” to an archive folder by Application date or “Denied” to a “Pending” folder awaiting the for the 20-day response period to elapse.
- Automatic movement of Line of Duty Injury cases once their 20-day response period has expired into an archive structure organized by Application date.

General Code has outlined the project scope and costs for the Project. The service costs outlined in this document are based on General Code’s experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

Solution Functionality

Forms Automation:

Supervisor Completion – Line of Duty Injury Issues Submission Form

A tabbed Injury form will be available for the submission of the Injury/Illness Exposure report.

Supervisor Form Tab 1: Injury PART I:

PART I - Ill/Injured/Exposed Employee:			
FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
IBM #	LIST	YES	Drop down from City SQL View
FIRST NAME	FREE TEXT	YES	Available from lookup
LAST NAME	FREE TEXT	YES	Available from lookup
E-MAIL	FREE TEXT	YES	Available from lookup
HOME ADDRESS	FREE TEXT	YES	Available from lookup
HOME CITY	FREE TEXT	YES	AVAILABLE FROM LOOKUP
HOME STATE	FREE TEXT	YES	AVAILABLE FROM LOOKUP
HOME ZIP	FREE TEXT	YES	AVAILABLE FROM LOOKUP
RANK	FREE TEXT	YES	AVAILABLE FROM LOOKUP
SECTION	LIST	YES	AVAILABLE FROM LOOKUP
PLATOON	LIST	YES	AVAILABLE FROM LOOKUP
UNIT/OTHER	LIST	YES	AVAILABLE FROM LOOKUP
DATE OF HIRE	DATE	YES	AVAILABLE FROM LOOKUP
HEPATITIS B VACCINE	LIST	YES	YES/No (?AVAILABLE FROM LOOKUP?)
DATE OF APPLICATION	DATE	YES	DEFAULTS TO TODAY; NO FUTURE DATES
HOW SUSTAINED	LIST	YES	
DATE/TIME OF INJURY	DATE/TIME	YES	
LOCATION WHERE SUSTAINED	FREE TEXT – MULTI-LINE	YES	
INJURY DESCRIPTION	FREE TEXT – MULTI-LINE	YES	
HOW SUSTAINED-DESC	FREE TEXT – MULTI-LINE	YES	
RELATED TO PREVIOUS	LIST	YES	WAS THIS RELATED TO PRIOR INJURY?
DATE OF PREVIOUS INJURY	DATE	CONDITIONAL	IF RELATED TO PREVIOUS IS “YES”, REQUIRED.
TRAINING RELATED INJURY	LIST	YES	WAS THIS RELATED TO TRAINING (YES/NO)
CR#	FREE TEXT	YES	CASE NUMBER FOR CROSS REF.
INJURY PART II	BUTTON		OPENS TAB FOR PART II OF FORM

Supervisor Form Tab 2: Injury PART II:

PART II - TREATMENT			
FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
TREATED AT SCENE	LIST	YES	YES/NO FIRST AID RECEIVED
PROVIDER AID AT SCENE	FREE TEXT	CONDITIONAL	REQUIRED IF TREATED AT SCENE IS "YES"
SENT TO HOSPITAL	LIST	YES	YES/NO WAS SENT TO HOSPITAL
HOSPITAL NAME/ADDRESS	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF SENT TO HOSPITAL IS "YES"
HOSPITAL PHYSICIAN/ED	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF SENT TO HOSPITAL IS "YES"
TREATED IN ER	LIST	YES	YES/NO WAS TREATED IN ER
ER TREATMENT	FREE TEXT – MULTI-LINE	CONDITIONAL	DESC OF ER TREATMENT; REQUIRED IF SENT TO ER IS "YES"
OVERNIGHT ADMITTANCE	LIST	YES	YES/NO WAS ADMITTED AT LEAST OVERNIGHT
OTHER TREATMENTS	LIST	YES	YES/NO WAS RECEIVED OTHER TREATMENTS
OTHER FACILITY NAME/ADDRESS	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF OTHER TREATMENTS IS "YES"
HAND INJURY	LIST	YES	YES/NO INJURY WAS TO HAND
WHICH HAND	LIST	CONDITIONAL	LEFT OR RIGHT HAND; REQUIRED IF HAND INJURY IS "YES"
DOMINANT HAND	LIST	YES	YES/NO INJURED HAND IS DOMINANT HAND.
OUT OF WORK EST	FREE TEXT	YES	APPROX. LENGTH OF TIME EMPLOYEE WILL BE OUT OF WORK.
INJURY PART III & IV	BUTTON		OPENS TAB FOR PART III & IV OF FORM

Supervisor Form Tab 3: Injury PART III & IV:

PART III - Personal Protective Equipment Used			
FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
EQUIPMENT USED	CHECKBOXES	YES	OPTIONS: DISPOSABLE GLOVES; RESPIRATOR; SCBA/SCUBA; REFLECTIVE VEST; HELMET; CPR MASK; SHIELD; EAR PROTECTION; APRON; BODY ARMOR; EYE PROTECTION;
PROTECTION DEVICE FAILURE	LIST	YES	YES/NO DID A PROTECTION DEVICE FAIL
DEVICE FAILURE	FREE TEXT – MULTI-LINE	CONDITIONAL	DESCRIPTION OF DEVICE FAILURE; REQUIRED IF PROTECTION DEVICE FAILURE IS “YES”
PART IV – Assisting Personnel			
FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
RESPONDING TECH ID	FREE TEXT	NO	
PHOTO/EVIDENCE	CHECKBOXES	NO	OPTIONS: PHOTOS; SKETCHES/DIAGRAMS; EVIDENCE COLLECTED;
RELATED CR#S	FREE TEXT	NO	
ASSISTING UNITIES/AGENCIES	FREE TEXT – MULTI-VALUE	NO	
SUPERVISOR/ID#	FREE TEXT	NO	
SUPERVISOR DIV/UNIT	FREE TEXT	NO	
SUPERVISOR ON SCENE	LIST	YES	YES/NO WAS SUPERVISOR ON SCENE
FORM COMPLETED BY	FREE TEXT	YES	
INJURY PART V	BUTTON		OPENS TAB FOR PART III & IV OF FORM

Supervisor Form Tab 3: Injury PART V & VI:

PART V – Exposure Type			
FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
BODY FLUID EXPOSURE	LIST	YES	YES/NO EXPOSURE TO OTHER’S BODY FLUIDS
WHAT BODY FLUID	FREE TEXT – MULTI-LINE	CONDITIONAL	EXPOSURE TO WHAT FLUID; REQUIRED IF BODY FLUID EXPOSURE IS “YES”
NATURE OF EXPOSURE	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF BODY FLUID EXPOSURE IS “YES”
PIERCED/PENETRATED	LIST	YES	YES/NO PIERCING OR PENETRATION OF EMPLOYEE’S BODY
WHAT OBJECT	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF PIERCED/PENETRATED IS “YES”
CONTAMINATED AREA	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF PIERCED/PENETRATED IS “YES”
SIZE OF AREA AFFECTED	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF PIERCED/PENETRATED IS “YES”
PART VI – Source of Exposure			
FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
SOURCE NAME	FREE TEXT	YES	USE N/A OF NOT APPLICABLE
SOURCE ADDRESS	FREE TEXT	NO	
SOURCE DOB	DATE	NO	
SOURCE MORIS#	FREE TEXT	NO	
SOURCE ARRESTED	LIST	YES	YES/NO SOURCE WAS ARRESTED
SOURCE SENT TO HOSPITAL	LIST	YES	YES/NO WAS SOURCE SENT TO HOSPITAL
HOSPITAL NAME/ADDRESS	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF SOURCE SENT TO HOSPITAL=“YES”
ARREST CHARGES	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF SOURCE ARRESTED = “YES”
INJURY PART VII	BUTTON		OPENS TAB FOR PART V OF FORM

Supervisor Form Tab 4: Injury PART VII:

PART VII – ILLNESS/INJURY TYPE			
OTHER ILLNESS/INJURY			
ENGINEERING CONTROLS	LIST	YES	YES/NO ENGINEERING CONTROLS WERE USED
WHAT CONTROLS	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF ENGINEERING CONTROLS IS “YES”

CONTROL FAILURE	LIST	YES	YES/NO CONTROL FAILURE OCCURRED
CONTROL FAILURE – DESC	FREE TEXT – MULTI-LINE	CONDITIONAL	REQUIRED IF CONTROL FAILURE IS “YES”
ACTIVITY PRIOR TO INCIDENT	FREE TEXT – MULTI-LINE	YES	
ACTIVITY PRIOR – DESC	FREE TEXT – MULTI-LINE	YES	
ILLNESS/INJURY – DESC	FREE TEXT – MULTI-LINE	YES	
EMPLOYEE DECEASED DATE	DATE	NO	
BODY CAMERA FOOTAGE	LIST	YES	YES/NO BODY FOOTAGE AVAILABLE
IBM # CAMERA FOOTAGE	LIST – MULTI-VALUE	N/A	READ ONLY – FROM FIRE FIGHTER FORM
ILLNESS DOL SH900 OPT OUT	LIST	YES	YES/NO; ILLNESS CASE OPT OUT OF DOL SH900.
SUBMIT	BUTTON		SUBMITS FORM TO PERSONNEL

Submission of Supervisor Line of Duty Injury Issues Submission Form will:

- Automatically create a new Line of Duty Injury Forms Task for the Personnel.
- Generate a unique submission ID for matching of Injury and Benefits Forms.
- Send a submission receipt e-mail to the supervisor E-mail.
- Send an e-mail to the Fire fighter with link to start an Injury Benefits Form including generated Injury Submission ID.

Personnel Review – Line of Duty Injury Issues Submission Form

Personnel will be able to view the completed Injury form in read-only mode and provide their comments.

Personnel – Injury Form for Review:

FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
INJURY FORM	N/A	N/A	READ ONLY – FROM SUPERVISOR FORM
SUBMIT	BUTTON		SUBMITS FORM AND CREATES CASE FOLDER FOR PROCESSING.
ADDITIONAL INFO	BUTTON		ROUTES FOR BACK TO SUPERVISOR FOR ADDITIONAL INFORMATION

Personnel will be able to review the documents and data submitted by Supervisor in read-only mode. Personnel will determine if the case is ready to be reviewed by the DCA Aide. Personnel can choose either:

- Approving the packet for Processing
 - Create a Case folder for the Injury submission under the Case Processing folder
- Route the Forms task back to the submitting Supervisor for correction or additional information.

Fire Fighter Completion – Injury Benefits Form Benefits

Fire fighters will be able to access this form without a LF Forms license and submit the information required for the Benefits Form. *The online form will include the verbiage from the paper forms but will differ in format.*

Access to this form will be provided via a GUID link embedded within an e-mail to the fire fighter. The e-mail will be generated from a completed Injury form and will have the unique identifier for matching the Injury Benefits Form with the Injury form.

Fire fighter Form Benefits Fields:

FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
INJURY FORM UNIQUE ID	N/A	N/A	READ ONLY – FROM SUPERVISOR FORM
IBM #	LIST	YES	FROM SQL VIEW
FIRST NAME	FREE TEXT	YES	AVAILABLE FROM LOOKUP
LAST NAME	FREE TEXT	YES	AVAILABLE FROM LOOKUP
RANK	FREE TEXT	YES	AVAILABLE FROM LOOKUP
DATE OF APPLICATION	DATE	YES	AUTOFILL TO TODAY'S DATE
HOW SUSTAINED	LIST	YES	INJURY SUSTAINED IN THE PERFORMANCE OF DUTY OR ILLNESS SUSTAINED AS A RESULT OF THE PERFORMANCE OF DUTY
DATE/TIME OF INJURY	DATE/TIME	YES	NO FUTURE DATES/TIMES
LOCATION WHERE SUSTAINED	FREE TEXT – MULTI-LINE	YES	ADDRESS/DESCRIPTION WHERE INJURY WAS SUSTAINED.
INJURY DESCRIPTION	FREE TEXT – MULTI-LINE	YES	DETAILED DESCRIPTION OF THE NATURE AND EXTENT OF THE ILLNESS/INJURY.
HOW SUSTAINED-DESC	FREE TEXT – MULTI-LINE	YES	BRIEF DESCRIPTION OF HOW ILLNESS/INJURY OCCURRED.
WITNESS TO INJURY	FREE TEXT – MULTI-VALUE	NO	ANY AND ALL WITNESSES TO THE INJURY/INCIDENT
MEDICAL PROVIDERS	FREE TEXT – MULTI-VALUE	NO	ALL MEDICAL CARE PROVIDERS WHO TREATED FOR THE ILLNESS/INJURY.
BODY CAMERA FOOTAGE	LIST	YES	YES/NO IS THERE BODY CAMERA FOOTAGE AVAILABLE
IBM # CAMERA FOOTAGE	LIST – MULTI-VALUE	CONDITIONAL	REQUIRED IF BODY CAMERA FOOTAGE IS "YES". LIST OF FIRE FIGHTERS WITH IBM# AND NAME
SUPERVISOR	LIST	YES	LIST OF FIRE FIGHTERS WITH IBM# AND NAME
**SIGNATURE	SIGNATURE	YES	**CITY TO DETERMINE IF SIGNATURE IS REQUIRED AS THERE IS NO LOGIN VALIDATION ASSOCIATED WITH THIS FORM.
SUBMIT BENEFITS	BUTTON		

Submission of Fire fighter Injury Benefits Form – Benefits will:

- Automatically create a new Benefits Forms Benefits Comments task for the selected Supervisor.
- Maintain the unique identifier from Injury form for matching of Benefits with Injury.
- Send a Benefits Line of Duty Injury submission receipt e-mail to Fire fighter E-mail.

Supervisor Review - Injury Benefits Form Benefits

The identified supervisor will be able to view the Injury Benefits Form responses from the Fire fighter in read-only mode. The Supervisor may add comments and submit the form when ready.

Supervisor Form Tab 1: Benefits Fields:

FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
FORM BENEFITS	N/A	N/A	READ ONLY – FROM FIRE FIGHTER FORM
SUPERVISOR COMMENTS	FREE TEXT – MULTI-LINE	YES	
SUPERVISOR SIGNATURE	SIGNATURE	YES	
SUPERVISOR SIGN DATE	DATE	YES	AUTOFILL TO DATE OF FORM SUBMISSION
SUBMIT	BUTTON		SUBMITS FORM TO PERSONNEL

Supervisor submission of the Injury Benefits Form with Comments will create a task for Personnel to review the form.

Personnel Review - Injury Benefits Form Benefits

Personnel will be able to view the completed Injury Benefits Form in read-only mode and provide their comments.

Personnel Benefit and Injury Form for Review:

FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
FORM BENEFITS	N/A	N/A	READ ONLY – FROM FIRE FIGHTER FORM
FORM BENEFITS – SPVR COMMENTS	N/A	N/A	READ ONLY – FROM SUPERVISOR FORM
SUBMIT	BUTTON		SUBMITS FORM AND CREATES CASE FOLDER FOR DCA
ADDITIONAL INFO	BUTTON		ROUTES TASK BACK TO SUPERVISOR FOR ADDITIONAL INFORMATION.

Personnel will determine if the Benefits is ready to be reviewed by the DCA Aide. Personnel can choose either:

- Approving the packet for Processing
 - Create a Case folder for the Injury submission under the Case Processing folder
- Route the Forms task back to the submitting Supervisor for correction or additional information.

Additional Information Form

For cases that require additional information, an e-mail with a GUID will be sent with Personnel comments. The GUID will pre-populate a webform with the unique Case number for routing of response. E-mails can be sent to Supervisor or Fire fighter involved with case.

Additional Information Form:

FIELD LABEL	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
INJURY FORM UNIQUE ID	N/A	N/A	READ ONLY – FROM ORIGINAL FORM
IBM #	N/A	N/A	READ ONLY – FROM ORIGINAL FORM
FIRST NAME	N/A	N/A	READ ONLY – FROM ORIGINAL FORM
LAST NAME	N/A	N/A	READ ONLY – FROM ORIGINAL FORM
RANK	N/A	N/A	READ ONLY – FROM ORIGINAL FORM
DATE OF APPLICATION	N/A	N/A	READ ONLY – FROM ORIGINAL FORM
PERSONNEL COMMENT	N/A	N/A	READ ONLY – FROM TEMPLATE FORM
ADDITIONAL INJURY	FREE TEXT – MULTI-LINE	YES	
ADDITIONAL INFORMATION	FREE TEXT – MULTI-LINE	YES	
ATTACHMENTS	N/A	No	
SUBMIT	BUTTON		SUBMIT ADDITIONAL INFORMATION/ATTACHMENTS.

Submission of the Additional Information form will:

- Send an e-mail confirmation to the Fire fighter/Supervisor who submitted the form.
- Send an e-mail confirmation to personnel that an additional document was received for a case.
- Route the submitted form and attachments to the folder for the identified Injury Form Unique ID.

Repository Automation

The Submission of an Injury form from the Personnel Department will automatically create a folder in the Repository for the new case. The template applied to the Line of Duty Injury Issue case will include the information from the submitted form as well as additional fields to capture the status of the issue, and approval routing for generating of e-mail notifications, document submission and review as well as final response distribution. Case folders will contain:

- Submission form and form attachments will be available within the case folder for review.
- A shortcut to the designated Laserfiche folder for MS Word templates for Responses will be included in the case file.
- Authorized users will be able to click on the shortcut to the folder with MS Word Templates and copy a MS Word template into the Line of Duty Injury Issues case for Formal Response development.
- All document templates used for drafting formal responses will have Laserfiche Versioning on them to track changes to the document. (LF Versioning can be used on all documents, but the Compare Changes functionality is for MS Word documents only).

Line of Duty Injury Case Template Fields:

TEMPLATE FIELD	FIELD TYPE	REQUIRED?	FORMATTING/VALIDATION
INJURY FORM UNIQUE ID	N/A	N/A	READ ONLY – FROM ORIGINAL FORM
CASE STATUS	LIST	YES	DEFAULTED TO ADDITIONAL INFORMATION REQUESTED OR DCA REVIEW REQUIRED BASED ON FORM). OPTIONS: ADDITIONAL INFORMATION REQUESTED; DCA AIDE REVIEW; DCA REVIEW; DENIALS PENDING DISPUTE; CLOSED;) CHANGE OF FIELD VALUE WILL MOVE CASE IN REPOSITORY.
BENEFIT FORM RECEIVED	LIST	YES	YES/NO – DEFAULT SET TO “NO”.
CASE DECISION	LIST:	NO	OPTIONS: APPROVED; DENIED;
CASE ID	N/A	N/A	READ ONLY – FROM FORMS SUBMISSION
IBM #	N/A	N/A	READ ONLY – FROM PERSONNEL FORM
FIRST NAME	N/A	N/A	READ ONLY – FROM PERSONNEL FORM
LAST NAME	N/A	N/A	READ ONLY – FROM PERSONNEL FORM

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RANK	N/A	N/A	READ ONLY – FROM PERSONNEL FORM
DATE OF APPLICATION	N/A	N/A	READ ONLY – FROM PERSONNEL FORM
DATE OF INJURY	N/A	N/A	READ ONLY - FROM PERSONNEL FORM
FIRE FIGHTER E-MAIL	FREE TEXT – SINGLE LINE	YES	REQUIRED FOR NOTIFICATIONS.
SUPERVISOR E-MAIL	FREE TEXT – SINGLE LINE	YES	REQUIRED FOR NOTIFICATIONS.
DECISION DATE	DATE	NO	SET WHEN APPROVAL/DENIAL IS SET.
CR#	FREE TEXT		

Line of Duty Injury Case Folder Structure:

General Code recommends the City utilized a task-based folder structure for the management of Line of Duty Injury submissions through processing. This folder structure provides simplified security management and easy view into current Line of Duty Injury cases and their status.

- ☐ **1. Personnel Review**
 - ☐ Date of Application – Fire fighter Name
 - *Form submission*
 - *Document attachments*
 - ☐ Date of Application – Fire fighter Name
 - *Form submission*
 - *Document attachments*
- ☐ **2. DCA Aide Review**
 - ☐ Date of Application – Fire fighter Name
 - *Form submission*
 - *Document attachments*
 - *Additional research documents*
- ☐ **3. DCA Review**
 - ☐ Date of Application – Fire fighter Name
 - *Form submission*
 - *Document attachments*
 - *Additional research documents*
- ☐ **4. Decisions Pending Acknowledgement**
 - ☐ Date of Application – Fire fighter Name – [Approved | Denied]
 - *Form submission*
 - *Document attachments*
 - *Additional research documents*
 - *UNACKNOWLEDGED - Date of Application – Fire fighter Name – [Approved | Denied]*
- ☐ **5. Closed Line of Duty Injury Cases**
 - ☐ Decade
 - ☐ Year
 - ☐ Month
 - ☐ Date of Application – Fire fighter Name – [Approved | Denied]
 - *Form submission*
 - *Document attachments*
 - *Additional research documents*
 - *Response Letters*

Personnel Case Review Process

Personnel will be able to review the documents and data submitted by the Fire fighter and Supervisor in read-only mode.

- Personnel can add documents to cases as necessary using built in Laserfiche functionality.
- Personnel can manually set the Injury Benefits Form template field to show it has been received if the document is received outside of the automated process.
- Personnel can run a Business Process to request additional information. This process will:
 - Initiation of an “additional information request” form to the fire fighter or supervisor.
 - An e-mail with GUID link will be sent to the requested party.
- Personnel can update the case status to move the case to the any of the other status folders in the review process (DCA Aide review, DCA review, etc.)
 - The Case will move to the “DCA Aide Review” or other selected folder
 - A notification will be sent of a new case for review.

Case Review/Decision Process

- A shortcut to the designated Laserfiche folder for MS Word templates for Responses will be included in the case file.
- Word documents for templates will have Versioning employed to track changes.
- Users must set the Case Decision field to “Denied” or “Approved” in order to utilize the Formal Decision Letter distribution process.
- Formal Decision letters will be sent an authorized individual using a Laserfiche Business Process.
 - The process will send the Decision letters to both the Fire fighter and Supervisor.
 - Fire fighters will also have a link to view the Decision Letter acknowledgement form.
- Selecting the “Closed” status will move a “approved” cases to the “Closed Case” folder organized by year.
- Selecting the “Closed” status will move “Denied” cases to the “Decisions Pending Acknowledgement”.
- Cases in the “Decisions Pending Acknowledgement” folder will remain there until the Pending Dispute period is over, after which it will be moved to “Closed Case” folder organized by Decade/Year/Month.

Line of Duty Decision Letter Distribution – Online Forms Acknowledgement

Fire fighter will click on notification e-mails to open an Online form to acknowledge the receipt of a notification letter. The form will have a hyperlink to open a Weblink version of the notification letter for review. Individuals will be able to sign the acknowledgement using Laserfiche signatures and submit to formally acknowledge the Line of Duty Decision letter. Fire fighters may submit the form with by clicking “Acknowledged and Accept” or “Acknowledge and Dispute”.

The Form can also contain instructions on how the fire fighter should officially submit a decision dispute.

Online Forms Acknowledgement Form will:

- Use the GUID to autofill critical information for identifying the individual acknowledging the Line of Duty Decision letter.
- A link to the Line of Duty Decision letter using Weblink
- “Acknowledge and Accept” button to confirm review of Line of Duty Decision letter and accept decision. Acknowledgement document will be renamed with “Acknowledged”.
- “Acknowledge and Dispute” button to confirm review of Line of Duty Decision letter and register that a dispute will be submitted decision. Acknowledgement document will be renamed with “Acknowledged”, and Disputed cases will be moved to the “Dispute Denials” folder.
- Laserfiche forms will capture the submission form and append it to the appropriate “placeholder” document in Laserfiche and update the document title for easy identification of completed acknowledgements.
- Authorized personnel can review the folder of placeholder documents to easily if an individual has confirmed their Line of Duty Decision letter.

End-User Training

The City is responsible for Laserfiche End-user training for use with the new processes. Training will include general Laserfiche system training and functional training for use with the Line of Duty Injury Issue automation.

ASSUMPTIONS:

Development

1. Laserfiche will fill in Line of Duty Injury Issues template data based on information entered into the LF e-Form submission.
2. The City will create a logical case file naming convention to uniquely identify cases. This convention must be able to be automatically generated based on the information known at the Line of Duty Injury Issue.
3. E-mails of documents from a case folder to individuals will be done using the built-in Laserfiche e-mail functionality and will not be automated unless specified.
4. The City is responsible for using drag-and-drop, snapshot or other scanning functionality to capture proof of e-mail delivery into Laserfiche case folders.
5. Routing of cases will be managed by the selection of Case Status and workflow will move cases to the corresponding task folder.
6. City Project Team will:
 - a. Resolve legal issues with Signature requirements for Injury Benefits Form documents and other files within this process.
 - b. Will be responsible for any HIPPA compliance required for these documents.
 - c. Provide oversight on any information that may be confidential and cannot be shared between the Fire fighter, Supervisor, Personnel or DCA.
 - d. Provide a data source for Fire fighter/Supervisor data (ex. LERMS/Workday)
 - e. Confirm required fields on forms.
 - f. Define a logical case file naming convention to uniquely identify Line of Duty Injury Issues based on data collected on the Submission Form.
 - g. Provide text for notification e-mails including:
 - Fire fighter notification of Injury Benefits Form submission success.
 - Supervisor notification of Injury Benefits Form submission for review.
 - Supervisor notification of Injury Benefits Form / Injury submission success.
 - Personnel notification of Injury Benefits Form / Injury for review.
 - Personnel notification of Injury Benefits Form / Injury submission success.
 - DCA notification of Injury Benefits Form / Injury for review.
 - Fire fighter notification of case determination and link.
 - Supervisor notification of case determination.
 - b. Provide MS Word templates for use with DCA Approval and Denial letters.
7. Snapshot will be installed locally on the Users workstation to support snapshot of documents into Laserfiche.

General

1. General Code will provide regular status meetings to review questions and design choices as well as answer technical problems related to the development efforts.
2. City Project Team will provide an individual or individuals to act as a point person(s) for the project. Individual(s) will be available to participate in regular status meetings, allocate resources as needed, resolve issues and approve scope changes and make final determinations when there is an issue/change that needs to be made.
3. Automated processing of Line of Duty Injury Issues will be done on a go-forward basis. Line of Duty Injury Issues already in process during the workflow rollout will not be automated.
4. Line of Duty Injury Issues that fall outside of the identified processes may be added into Laserfiche as case files but will not be automated via the workflows. Staff may manually move the cases through the folder structure and apply template field values as appropriate.

End-User Training

1. The City will be responsible for training XFD on basic Laserfiche functionality plus specific training for their role within of the automation process.
2. City will make available a conference room or training room with projection/large display for the training.

CHANGE MANAGEMENT PROCESS

During the project additional enhancements may be identified that are outside the scope of the current Statement of Work. Proposed enhancements will be submitted as written change requests to the City and General Code Project team. Together they will review alternatives to the potential change, and evaluate both positive and negative impacts on the project, work efforts, risks to implementation, project quality, costs and scheduling.

If it is determined that a scope change should be made, the City can determine whether they would prefer to use their own internal IT resources, or request a change order from General Code to have General Code resources perform the work. At City's written request, General Code will generate a written change order for the additional functionality for review by City. The City will then evaluate General Code's change order and determine how they would like to move forward. Written approval of a change order is required prior to General Code beginning any additional work outside of this Statement of Work.

Regardless of which team enacts the approved changes, scope changes will require updates to project documents, communication to stakeholders and updates to scheduling.

PROJECT TEAM DEFINITION

For the success of the project, an integrated team consisting of City IT resources, end-users, General Code project management and General Code development specialists must be identified. These individuals should have dedicated time to focus on this project to answer questions, clarify processes and give feedback on proposed solutions to ensure the department needs are addressed and to improve the likelihood of solution acceptance.

City of XXXX Team

1. The City XFD will identify an individual(s) to act as a point person(s) for the project. This individual or group will be responsible for resolving issues, approving scope changes, and providing guidance for the project. They may also bring additional individuals onto the team as needed to represent the City XFD needs.
2. Additional staff may be required from time to time to represent the City XFD for review and approval of solution segments as well as providing insight about the flow of information and documents.

General Code

1. General Code will provide a project manager to coordinate bi-weekly meetings to review and document project status including issue tracking/resolution, and additional feature requests.
2. General Code will provide Laserfiche development specialist(s) to develop forms and workflows to develop the Prosecutor automated solution.
3. General Code will provide or coordinate the use of partner software experts to implement additional components necessary for the solution.

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Line	Item Description	Model	Quantity	Unit Price	Total

(Client please fill out) Invoice for this Change Order to be sent to:

Department: _____ Contact: _____

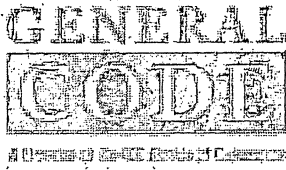
This Change Order is subject to General Code's Content Management Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <http://cms.generalcode.com/terms-conditions> and are incorporated herein by reference, and client authorizes General Code to proceed with the project.

The prices and specifications in this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

City of XXXX, XXXX County, New York

Signature _____ Date _____

Name _____ Title _____



Contract # 10929
Content Management Project Pricing
for
Oneida County, NY
DSS Legal - Case Management Phase I
Laserfiche Software Licenses and Services

Line Item	Description	Model #	Quantity	Unit Price	Total
[Redacted Content]					

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners. Training is specific to the incorporated Statement of Work.

LSAP: 2nd year forward for this component is estimated to be: \$ [Redacted] *
*subject to change based upon the then-current support prices for that year

Timeline: This service will be provided within 90 days from receipt of the signed Change Order.

Payment Terms: 50% on receipt of signed Change Order; 50% on delivery of software and/or services.

Price Validity: Price is valid for 30 days from 12-27-18.



Statement of Work DSS Legal – Case Management

Introduction

On November 6, 2018, Sandy Brennan from General Code met with the attorneys, paralegals and admin staff of the DSS Legal department to discuss their requirements for a Laserfiche system. DSS Legal represents Oneida County Social Services in legal proceedings involving clients of the Department of Social Services.

Project Objective

To provide an electronic method for managing case files to replace the current all paper system which will streamline current processes and make case information available 24/7.

Proposed Solution

To gather the pertinent information about a case General Code will develop an on-line form. This form will be completed by someone in DSS Legal when the new case is accepted. The data in the form will be stored in SQL and will be used to create the original case folder in Laserfiche and throughout the process as needed.

DSS Legal Intake Form

Family File Number:

Mother's Full Name:

Mother AKA:

Child	Father	Father AKA	
<input type="text" value="Sarah Brennan"/>	<input type="text" value="Tim Brennan"/>	<input type="text" value="Patrick Brennan"/>	X
<input type="text" value="Zach Smith"/>	<input type="text" value="Joe Smith"/>	<input type="text"/>	X

Add

Case Information

Petition Type:

Petition Filing Date:

Court:

Judge:

Responsible:

Docket Number:

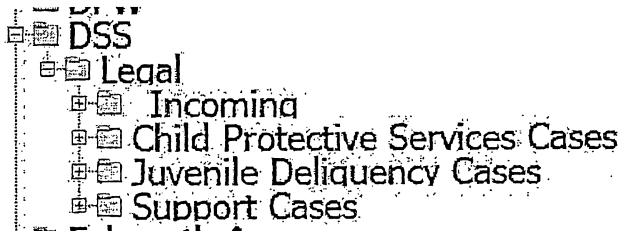
Add

Next Appearance Date:

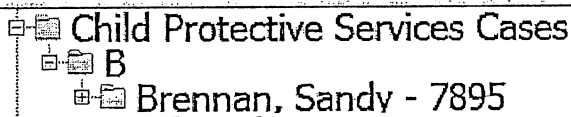
Next Appearance Type:

Using the information gathered in the form, workflow will create a series and folders and subfolders for the case. All cases will be organized alphabetically by the mother’s last name. Based on the Judge, an attorney will be automatically assigned and an email notification can be sent to the attorney and paralegal with a link back to the case folder.

The top level Laserfiche folder will be “DSS” with a subfolder for “Legal” this will allow of other areas of DSS to come into Laserfiche in the future with everything housed within DSS. The next level will be the category of service.



Within each group will be the case folders organized alphabetically by Mother’s Last name and will include the Family File number.



Associated with this folder will be a template with the following fields:

Metadata - Brennan, Sandy - 7895

Fields | Tags | Links

Template: DSS-Legal Client Folder

FamilyFileNumber

AKA

Father

ChildName

Add/Remove Fields

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Within the main client folder will be subfolders for each petition with the name of the folder being *Petition Type (Neglect, Abuse, Family Offense, Visitation, PINS)*. Associated with the case type folder will be another template with the following fields:

The screenshot shows a metadata form titled "Metadata: Neglect Petition". It has tabs for "Fields", "Tags", and "Links". The form contains the following fields:

- Petition Type:** Neglect
- Filing Date:** 11/9/2018
- Docket Number:** NN-08432-18
- Mother:** Daisy Duck
- Father:** Donald Duck
- Associated Children:** Sarah Duck, Mika Duck
- Respondent:** Donald Duck
- Attorney:** (empty)
- Judge:** Barry

Buttons for "OK", "Cancel", and "Help" are visible at the bottom right of the form.

Within the petition type folder will be subfolders based on the case type as follows:

- | | |
|---|---|
| <ul style="list-style-type: none"> [-] Neglect Petition <ul style="list-style-type: none"> [-] 01 Original Petition [-] 02 Violation [-] 03 Extension [-] 04 Termination [-] 05 Permanency [-] 06 OTSC [-] 07 Restore [-] 08 Modification | <ul style="list-style-type: none"> [-] Neglect Orders <ul style="list-style-type: none"> [-] 01 Fact Finding [-] 02 Disposition [-] 03 Fact Finding and Disposition [-] 04 Violation [-] 05 Extension [-] 06 Termination [-] 07 Permanency [-] 08 Removal |
|---|---|

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- Person in need of supervision
 - 01 Original Abuse Neglect
 - 02 Violation
 - 03 Extension
 - 04 Termination
 - 05 Permanency
 - 06 OTSC
 - 07 Restore
 - 08 Modification

- Visitation and Custody Petition
 - 01 Original Abuse Neglect
 - 02 Violation
 - 03 Extension
 - 04 Termination
 - 05 Permanency
 - 06 OTSC
 - 07 Restore
 - 08 Modification

- Correspondence
 - E-Mail
 - Letters
 - Reports

- Service
 - Caseworker Service Sheet
 - Notice to Appear Rescheduling
 - Subpoena

In order to record activities that happen in Court, a Court Notes document will be created in the root of the petition type folder. A template will be associated with the Court Notes document that will include the following fields:

The screenshot shows a 'Metadata - Court Notes' form with the following fields and values:

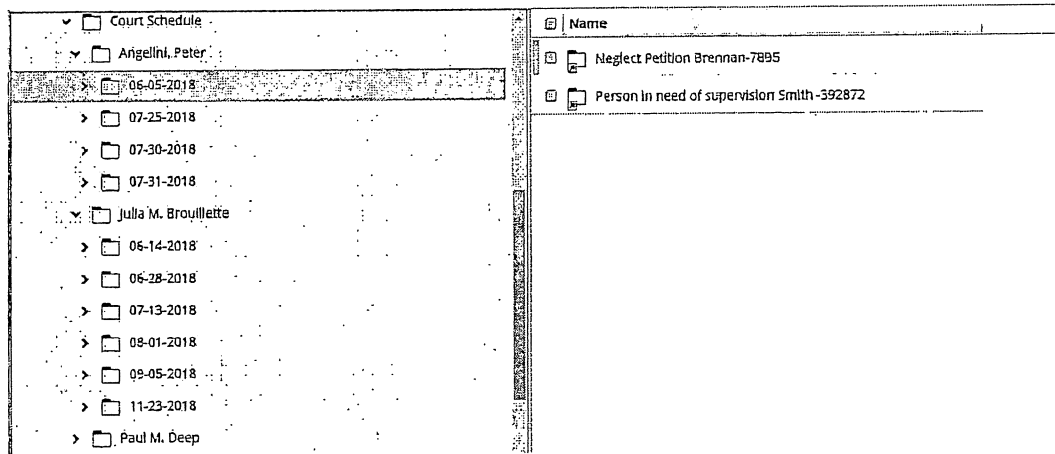
- ApplicantName: Sandy Brennan
- AdjourndData: 11/14/2018
- NextAppearanceType: 1/1
- CourtDate: 11/14/2018
- AppearanceType: Counsel
- Notes: Judge determined that the ex-husband was in violation.....
- Court Name: [empty]
- Judge: Julia Straumietta
- Respondent: Tim Brennan

The court date, appearance type and notes fields will be grouped together so they appear as one related entity. A workflow will be written such that when the adjourned data and next appearance type fields are populated, a new grouping will be created to accept the next set of notes. Each time a new court date or adjourned date is created, workflow will create a calendar event on a joint calendar and a shortcut in the

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Court folder by judge. Four days prior to a court date, workflow will send a reminder email to the assigned paralegal.

Case information will be available 24/7 via Laserfiche Web Access a web-based Laserfiche client. Court folders organized by Judge and date will provide easy access to cases from the courtroom.



This proposal also includes the ability to create standard form letters in Word where the data from the case can automatically be loaded into the document. We have allotted 8 hours for the creation of up to 5 notification letters. If the number of letters exceeds this quantity or time, we can provide a Change Order for the additional documents. Letters can be stored as PDF files or Word documents.

11. BRIEF OUTLINE OF GENERAL CODE

VENDOR INFORMATION

Company Name:	General Code, CMS, LLC
Corporate Address:	781 Elmgrove Road, Rochester, NY 14624
State of Incorporation:	New York
Legal Form:	Limited Liability Company with C corporation tax election
Years in business:	57+
Year Founded:	1962
Number of employees:	111
Federal ID#:	81-4343415
Dunn & Bradstreet #	002204980
Regional Offices	3 covering over 450 counties, municipalities and organizations across the United States
Service Office	781 Elmgrove Road, Rochester, NY 14624

PROJECT CONTACT PERSON

Liz Mistretta
Solutions Account Executive

BUSINESS PHONE AND FAX NUMBERS

585-328-1810 (Main Office)
518-705-7412 (Liz Mistretta)
585-328-8189 (Main Office Fax)

EMAIL ADDRESS

LMistretta@generalcode.com

GENERAL CODE, LLC (FOUNDED 1962)

Not many companies can draw from a 57+ year legacy of superior client satisfaction. General Code is proud of its longevity and even more proud of its ability to anticipate the evolving needs of its clients. Incorporated in 1962, as General Code Publisher, Inc. in Spencerport, New York, the company had its beginnings in the codification business. Recognizing the need for all municipalities to have their laws codified, Mr. A Ross Kitt, II, an attorney by profession, prepared the first codification for Ogden, New York in 1961. Other municipalities in Monroe County, New York saw the value of this document and requested the same product. With the legislative activity of municipal boards, the need for Codes existed; and the changes in their ordinances and local laws mandated periodic supplementation.

Starting from a very small group in 1962, the company and its market rapidly expanded. We moved to larger facilities in Gates, New York, in 1981 and now have clients as far south as Florida, as far west as New Mexico, as far north as Toronto, Canada and as far east as the Atlantic Ocean. Expansion both geographically and in the services we provide has produced a business that is exciting and progressive.



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In the late 1990's, the company saw an opportunity to expand its product breadth and began offering document management services to its clients through a Value-Added Relationship with Laserfiche®, a west coast software developer. Over the next two decades, relationships were formed with other software developers and General Code expanded its document management product breadth to provide enterprise-wide content management solutions for its clients.

In 2007, General Code Publishers, Inc. was purchased by Gary Domenico, then President and CEO, to form General Code, LLC and General Code, CMS, LLC. General Code is committed to continuing the customer focus and commitment ingrained in the General Code history. General Code is also committed to expanding the business and product offerings to best serve progressive municipalities, incorporating cutting-edge technology with superior customer service.

In 2013, General Code acquired Sullivan Codifiers of Manchester, Missouri.

On November 15, 2017, the International Code Council welcomed General Code to its Family of Companies.

WHAT DIFFERENTIATES GENERAL CODE FROM ITS KEY COMPETITORS?

General Code is a values-based organization that is authorized to do business in New York State and is dedicated to delivering a higher standard in codification and enterprise content management solutions. More than 2,700 municipalities and public organizations have relied on General Code for 57+ years to provide services that bring greater efficiency, transparency and continuity to them and their communities. In addition, we possess all of the necessary licenses, certifications, permits, approvals, and authorizations necessary to perform the services being sought.

CHOOSE A PARTNER WITH A PROVEN RECORD

Over 20 years ago, General Code became a Laserfiche Solution Provider, adding document management solutions to our successful codification practice. The solutions available have evolved from a basic store and retrieve system into the current Content / Business Process Management solution to local governments, educational and commercial organizations throughout the United States. General Code's Content Management Business is responsible for all sales, implementation and support of over 450 Laserfiche customers, primarily local and County Governments, in 17 different states.

General Code is proud to be one of the few Platinum Certified Laserfiche Resellers in the Laserfiche network, has consistently been a top 5 government reseller for Laserfiche for the past 18 years and has achieved Laserfiche Winner's Circle Solution Provider for 18 consecutive years.

Serving the needs of these many organizations has been significant in understanding the unique budget and functional requirements in a highly-regulated environment. We pride ourselves in our level of experience in the industry, and leverage our technical knowledge and focus on the customer to ensure that our services and software are delivered on time and within budget to achieve the desired functionality and highest quality possible.

AWARDS AND RECOGNITION

General Code is proud to announce that we have achieved Laserfiche Platinum Certification status as part of Laserfiche’s Certified Professional Program (CPP).



What does it mean to be a Laserfiche Platinum Certified Solution Provider?
The CPP Platinum certification is awarded to resellers who have passed the core certifications within the CPP Program. The credential signals that a reseller has achieved a solid understanding of essential Laserfiche processes and the fundamentals of Enterprise Content Management (ECM) and has the requisite knowledge, understanding, experience and practical application of using Laserfiche solutions to solve business needs.

As of February 2019, General Code achieved the Laserfiche Platinum certification, the first Solution Provider to reach this pinnacle! General Code is proud to be a Platinum Certified Solution Provider in the Laserfiche network, has consistently been a top 5 government reseller for Laserfiche for the past 18 years and has achieved Laserfiche Winner’s Circle Solution Provider for 18 consecutive years.

Platinum certification is also available to Laserfiche users. To learn more about the CPP program and achieving Platinum certification for users in your organization, visit the Laserfiche website: www.laserfiche.com/en-us/events/cpps.



Winners Circle Solution Provider

General Code is honored to have achieved the Laserfiche “Winner Circle” award for an 18th year!

The Winners Circle is an elite group of Laserfiche Value Added Resellers with strong sales, successful installations and a shared commitment to exceptional service.



Along with winning industry awards, Laserfiche has also set the industry standard with a Department of Defense 5015.2-certified records management solution.

Please visit this site to see the list of rewards and recognition Laserfiche has achieved.

<https://www.laserfiche.com/about-laserfiche/>

12. REFERENCES

We understand Oneida County's purpose for this RFP: to provide the County with a three- year services contract for Laserfiche and to mitigate risks that are inherent with mission critical software programs.

Over the years, General Code has performed services for many large companies and government agencies in partnership with various preferred vendors and as providers of the Laserfiche Document Management software. Our goal with this collection of references and project summaries is to demonstrate our ability to fit a department of any size and to highlight our track record of providing our customers with the exact solution to address their unique needs.

GENERAL CODE ENJOYS A 98% CUSTOMER RENEWAL RATE!

Taking care of our customers is at the center of what we do and how we operate as a company. When you choose General Code, you gain access to an experienced, professional and respected staff of technical support specialists. Our customers have come to rely on the knowledge, promptness and technical leadership demonstrated by our team. We offer customized training geared to your level of expertise and provide technical support after you are up and running. Our team is eager to provide you with all the help you need.

It is important to note that General Code has never lost a Laserfiche Rio customer. In the past decade, we have never lost any Laserfiche customer to a competing product except when the customer was acquired by another company using a different system. General Code has lost some customers who have stopped paying their Laserfiche Support costs due to financial considerations, but maintains a 98% customer retention rate.

QUALIFIED PROFESSIONALS

General Code is confident that we can provide the highest quality resources to successfully complete this engagement at Oneida County. The mission of the General Code Content Management team is to work closely with our government customers to improve constituent services that address mission critical objectives. Serving the needs of these many organizations has been significant in understanding the unique budget and functional requirements in a highly regulated environment.

We trust this collection of project references will serve to demonstrate the deployment flexibility Laserfiche brings to the County and to provide Oneida with a better understanding of General Code's extensive experience working with various municipalities with similar projects. General Code will entertain and provide additional information, to the best of our ability, should it be required by Oneida County, but will remain steadfast in upholding our company standards and code of conduct surrounding each customer's confidentiality.

We invite you to view a selection of Case Studies, Customer Testimonials and Customer Satisfaction Survey results on our website using the following links:

<http://cms.generalcode.com/cs/>

<http://cms.generalcode.com/testimonials/>

www.generalcode.com



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PROJECT	CONTACT INFORMATION	DESCRIPTION OF SOLUTION
<p>Town of Brookhaven, NY</p>	<p>Donna Lent, Town Clerk Liz Byrd, Network/Systems Specialist One Independence Hill Farmingville, NY 11738 Utica, NY 13501</p> <p>Phone: 631-451-9124 Fax: 631-451-9264 dlent@brookhaven.org lbyrd@brookhaven.org</p>	<p>Base System: Laserfiche Rio</p> <p>Users: 300 Named Full Users with Snapshot and Email; 200 Rio Named Retrieval Users</p> <p>Additional components: Records Management, Weblink, QuickFields Agent, Quick Fields Classify, Rio Plus for Publishing, Rio SDK, ScanConnect</p>

The Town of Brookhaven purchased Laserfiche in February 2001 with 11 users and has grown and upgraded the system over the last several years to include several hundred users, Records Management, Forms, Forms Portal, Web Portal, Workflow, QuickFields and CD publishing.

Town Clerk Donna Lent describes the progressive nature of Brookhaven’s use of Laserfiche: “Originally, we purchased 11 licenses. However, there are more than 30 departments within our town, which covers 326 square miles, and serves nearly 500,000 residents. A number of our departments are housed in different locations throughout the town. So, in July, 2010 we decided to purchase an upgrade to Laserfiche Rio and purchased a total of 200 licenses. We have installed Laserfiche in the Building Department, our most active department, and we have completed the scanning of their records. I know the implementation of Laserfiche in our building department is a success because the employees, many of whom were so skeptical, love using it. It makes their job easier and they are able to maneuver through the software with ease.” To give an idea of the time and effort saved, Lent illustrates the cumbersome nature of the town’s previous process: “Our Building Department would request between 200-500 files per week. The written requests would go to our Records Center Managers to enter and then the documents would have to be pulled from storage cartons. Then the records would have been driven to town hall. With Laserfiche, employees do not have to handle the paperwork for each record and our staff is not pulling records off the shelves and then driving eight miles to deliver them to the building department. Our staff can quickly pull up the necessary record in Laserfiche. Finally, our residents no longer have to wait a week and then make another trip to Town Hall to obtain copies of their records. It is an incredible relief to everyone concerned.”

Upgrading to Laserfiche Client 8.2 and RIO allows Brookhaven to manage their documents and retention requirements easily. It has also greatly reduced the time that the town’s records management staff spends traveling between their building and Town Hall to deliver documents. “I received the best news since the start of this project late one afternoon. The building department notified me that they were able to serve 122 residents in one day without requesting one file from the records center! That translates into lower costs, less demand on the staff, and happier residents as well,” Town Clerk Lent exclaims.

The Town is now embarking on a forms project using Laserfiche Forms to automate static forms presently available on their website. The project will replace many of the present forms with versions that will automate workflow drive processes. This will allow for better tracking of requests, minimize paper handling by Town employees and allow for timelier, economical 24x7 constituent servicing.

Please see the Town of Brookhaven Case Studies:

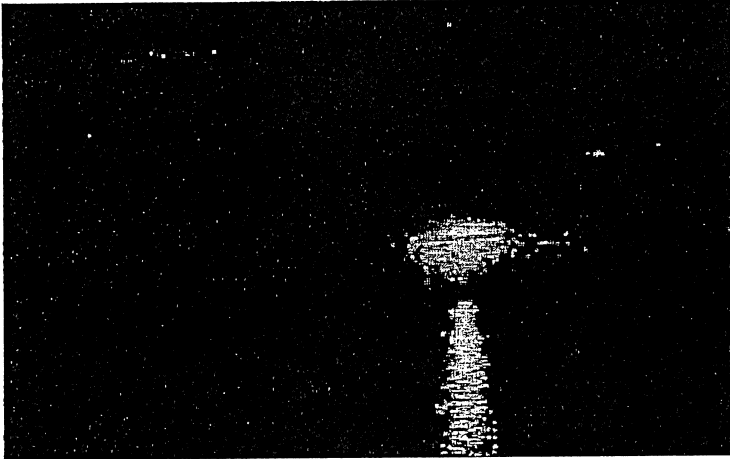
<https://cms.generalcode.com/town-brookhaven-ecm/>

<https://cms.generalcode.com/town-brookhaven-funeral-directors/>



CASE STUDY: TOWN OF BROOKHAVEN

Clerk's Office Leads ECM Revolution



The Town of Brookhaven covers 326 square miles of Long Island and is home to over 500,000 residents. The Town Clerk shoulders a tremendous responsibility as keeper of all records produced by the Town's 47 departments in the ordinary course of business. Brookhaven utilizes Laserfiche as its Enterprise Content Management (ECM) System to increase record access and help maintain compliance with NY State Archive record retention requirements.

ALMOST 20 MILLION RECORDS AVAILABLE IN AN INSTANT

Town Clerk Donna Lent was appointed project manager for the Town's \$6.7 million back-scanning initiative shortly after arriving in 2010 as Chief Deputy Town Clerk. She's continued to shepherd the Laserfiche system's growth as Town Clerk in her drive to serve constituents more efficiently. "When I started here at Brookhaven, we had 11 Laserfiche licenses," she said. "That's grown to 425 licenses which allow users to access almost 20 million documents, some dating back to the 1800's. And we are adding automated workflows and using eForms to streamline our processes at an accelerating pace."

AN ORGANIZED ON-RAMP TO STRUCTURED STORAGE

The use of Laserfiche requires the digitization of records by capturing the images and inputting relevant metadata into the system. Town Clerk Lent established a Central Scanning Repository to facilitate scanning, indexing and quality review of records for various Town Departments. Here, Town employees perform back scanning and day-forward scanning directly into Laserfiche.

The Town Clerk's management staff works with each Department to establish a playbook – the set of rules by which records are entered into the ECM System – for each individual record type. Departments are responsible for prepping their records, ensuring that all necessary documents are in proper order. The records are then delivered to the Scanning Repository where the digitization process occurs.

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Processing schedules vary according to the needs of each Department. For example, Finance Claim vouchers are scanned biweekly on a batch basis based on their completion date while Burial Permits are scanned every six months. Certain Departments, including the Town Clerk's office, are trained to scan their own records in real time. For instance, the minutes and resolutions of Thursday evening Town Board meetings are scanned by Town Clerk staff for availability by the afternoon of the following business day.

WORKFLOWS AID RECORDS MANAGEMENT PROCESSING

Scanning and indexing enables desktop and Laserfiche Weblink portal access to records. Laserfiche workflows are used to manage quality control reviews of images and metadata by departments and the records retention manager. In certain instances, Laserfiche Workflow utilizes QuickFields to auto-populate metadata and reduce the data entry burden. Additional workflow automatically applies retention schedules for records management in accordance with the New York State MU-1 compliance schedule.

THE BENEFITS OF DIGITAL ADD UP

As shown in the examples that follow, the Town continues to find ways to improve efficiency and service with Laserfiche and ECM.

- The scanning of 400,000 Building Parcel Cards eliminated 12 seven-drawer file cabinets, opening up space for two workstations and a large-format map scanner.
- Turnaround time for processing of FOIL requests in the Law Department was cut by an estimated 70 percent. Where research once took hours, it may now take minutes.
- A workflow is set to review contracts on a nightly basis to identify expired contracts, update the template of those contracts to log the contract's expiration and apply the proper 6-year retention to the records.
- The Town Clerk launched a web portal that enables funeral directors to order and pay for copies of Death Certificates, in compliance with State law. The solution eliminates trips to the Clerk's Office for funeral home staff and reduces the queue at the department's walk-up service counter.
- The Clerk's Office is using Laserfiche to simplify the management of complex, permanently retained subdivision development records, including zoning, road dedications, curb cuts and more.
- The use of Laserfiche Mobile will empower Town employees to search for records out in the field as they would on their desktops in the office to work more efficiently and better serve the Town's constituents.
- Laserfiche houses an electronic inventory of archived records that were digitized and stored in the Town Clerk's Record Center.
- The Town Assessor's office plans to utilize workflow to streamline the processing of STAR Enhanced applications, including confirmation, receipt processing, and storing of the applications within Laserfiche. This more efficient process will allow a faster response time to residents.
- The Central Scanning Repository has scanned, indexed and reviewed the multi-year backlog of Building records to help bring the Building Department up to date with electronic images of permits, licenses and certificates.

A TEAM EFFORT UNDERPINS SUSTAINED GROWTH

The Town's success with Laserfiche is tied to its commitment to support ongoing implementation. While Town Clerk Lent continues to provide vision, energy and direction, she's built a team to support her ECM initiatives. The Deputy Town Clerk and Executive Assistant oversee daily operations, ongoing projects and the accurate application of the retention schedule to all records in Laserfiche. The team also includes four employees in the Town's Information Technology Department, who have focus areas in security and folder structure integrity, workflow creation, forms design and user training.

While General Code was instrumental in Brookhaven's implementation of Laserfiche, the Town has invested in its team to enable it to provide a high level of service to departments. Town Clerk Lent advises other municipalities seeking to maximize their investment in Laserfiche to attend as many presentations, workshops, and training sessions as possible. "You will find something new and useful each time," she said, "Our IT staff attended workshops at Laserfiche's annual Empower Conferences and learned how to develop workflows and implement best practices." Several staffers also traveled to General Code's offices in Rochester for training with the company's solutions architects.

ECM EFFICIENCY IS THE NAME OF HER GAME

Town Clerk Lent points to her record digitization accomplishments with pride. "The number of full-time people in this office was reduced since I first arrived, so not only are we doing more with less, we're also being more efficient." With almost 20 million documents available at the click of a mouse, her implementation of Laserfiche will continue to make a major contribution to timely Enterprise access to information across all Town departments.

CASE STUDY: TOWN OF BROOKHAVEN

Self-Service Portal Curbs Vital Records Traffic



From [Brookhaven at English Wikipedia, CC BY-SA 3.0, https://commons.wikimedia.org/w/index.php?title=Brookhaven_Town_Hall.jpg&oldid=3669169](https://en.wikipedia.org/wiki/File:Brookhaven_Town_Hall.jpg)

Funeral directors in the Town of Brookhaven are making fewer trips to the Town Clerk's office thanks to a Laserfiche form that allows them to order and pay for copies of death certificates online. Not only is this Web portal a convenience, it demonstrates how the Town is continuing on its path to creating a paperless work environment that boosts efficiency and saves taxpayers money.

Town Seizes Opportunity to Improve Service

In early 2017, New York State implemented the Electronic Death Registry System (EDRS), which enabled death registration users – funeral homes, hospitals, nursing homes, hospice facilities and physicians – to file death records electronically. EDRS eliminated the need for Funeral Directors to travel to the Town Hall to file a death certificate. However, they still needed to order certified copies of the death certificate in person or by mail.

Brookhaven Town Clerk Donna Lent listened to the requests of local funeral directors who wanted a way to order copies of an electronically filed death certificate online – essentially streamlining the new death registration process. “Many funeral homes are small family-owned businesses. I saw an opportunity to ease some of the workload of the funeral directors and allow them to spend more time at their business instead of traveling to and from Town Hall,” she said. At Town Clerk Lent's urging, the Town moved forward on what became a portal project.

From Request to Launch in Just Two Months

The project was a collaboration that included Town Clerk staff, Programming and Systems staff, a trainer and General Code support. Laserfiche Forms allowed the Town to create a useful form for end users that can be automatically stored at the end of a process. The finalized form requires virtually no ongoing IT support.

A formal request was submitted to the Brookhaven's IT Department in February and was assigned to the Department's Laserfiche Forms specialist. Late in development, the team tested their prototype with a

funeral director. By the first week of May, the Funeral Director Portal was up and running. The Town Clerk sent informational letters out to funeral homes and the rest is history.

Simple, Fast Ordering, Available 24/7

The actual Laserfiche form is entitled “Funeral Director Request for Death Certificate” and is accessed through a secure URL. Once on the proper link, a funeral director does the following to place an order:

- Enters decedent information
- Indicates how many certified copies are needed; fees are then calculated automatically and displayed on the form
- Enters funeral home address to which the copies will be mailed
- Acknowledges the order with an electronic signature and clicks “Submit”

When the confirmation screen appears, the funeral director clicks on the link to submit payment through the Town’s Forte payment account. Within three business days, the requested copies are placed in the mail to the funeral home.

Behind-the-Scenes Automation Keeps Processing on Track

Laserfiche performs a variety of housekeeping tasks once the form is submitted. The software creates a confirmation number that ties the request order to the Forte transaction. It kicks off an email to notify the Town of the pending request. After Forte emails payment verification, staff in the Clerk’s Office checks the confirmation number against the Laserfiche form and proceeds to review and fulfill the order. Once that’s done, Laserfiche stores the original form to provide a paperless record of the transaction.

Welcome to the Virtual Service Counter

“The feedback from the funeral directors who use the portal has been positive,” reported Town Clerk Donna Lent. “They like being able to order online without being subject to the confines of office hours. Plus, the portal reduces the time they spend traveling to the various registrars. They appreciate services that reduce their administrative burden.”

The Death Certificate request form is another milestone in Town Clerk Lent’s efforts to transform how Brookhaven does business. “I believe our success with the Funeral Director Portal further opens the door to automating additional Town Clerk processes,” said Town Clerk Lent. “Our use of the Laserfiche Forms module helps reduce lines and wait times at our service counter. While we currently offer evening hours on Mondays, Web services will be an even more flexible way to accommodate our constituents. Among other ideas, we are working with IT to develop online dog license renewals using Laserfiche Forms.”

Town Clerk Lent’s initiatives to utilize Laserfiche and the Forms module to the fullest potential will allow ordinary citizens to do more of their routine business with the Brookhaven Town Clerk’s Office on their own schedules without paying for postage or gas.

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PROJECT	CONTACT INFORMATION	DESCRIPTION OF SOLUTION INSTALLED
Tompkins County, NY	Maureen Reynolds County Clerk 125 East Court Street Ithaca, NY 14850 Phone: 607-274-5432 Fax: 607-274-5430 mreynolds@tompkins-co.org http://tompkinscountyny.gov/	Base System: Laserfiche Rio Users: 149 Named Full Users with Snapshot and Email Additional components: Records Management, Forms, Forms Portal, Pilot Public Portal-Dual CPU, , ScanConnect, QuickFields Core, Import Agent, Laserfiche SDK, The Training Center eLearning Program Departments: 15 departments including - County Clerk, Courts, District Attorney, finance, human resources, Date Installed: Initial system 2007, RIO upgrade 2011 Number of People on Implementation Team: Internal Staff – 4 General Code employees External Resources – 5 County employees Current Version: LF Version 9.1.1

Tompkins County, NY purchased Laserfiche in 2007 as an archive for their paper documents. At the time, they had a large records facility full of paper that needed to be replaced. The County states that they have saved \$500,000 by not having to build a support a new building by purchasing and implementing Laserfiche. In 2011, the County upgraded their Laserfiche system to the enterprise version of Laserfiche.

General Code upgraded the County’s previously implemented Laserfiche system to RIO which not only increased the number of users who could access the system but also provided much need enhancements to features and functionality. General Code provided the software and the services required to install the software and provide installation and training services.

By moving to Laserfiche RIO with Forms and Records Management the County was able to not only provide an ECM Solution to more County Departments but also offered, as a Shared Services Model, the Laserfiche solution to several communities, including the City of Ithaca. Those communities participating in the program are able to access and enter data through the use of the Laserfiche Web Portal and Laserfiche web access. Expansion of this technology to other communities in the County signals a collaborative spirit among those involved and has proven as well to be a major source of savings.

As one of the County’s shared service partners, the City of Ithaca has implemented a Freedom of Information request processes utilizing eForms and Laserfiche workflow. The County is in process of adding the FOIL process to their business process improvements.

The County has been recognized as one of the Top Digital Counties in the U.S. – 2014 and 2015.

Please see Tompkins County / City of Ithaca Case Studies:

<http://cms.generalcode.com/tompkins-county/>

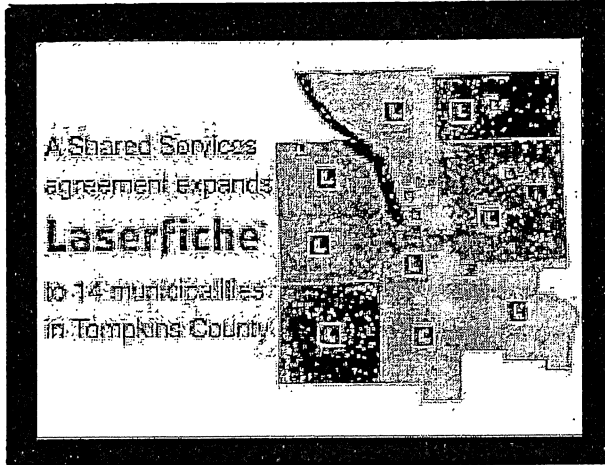
<http://cms.generalcode.com/tompkins-county-court-case-study/>

<http://cms.generalcode.com/city-of-ithaca>



CASE STUDY: TOMPKINS COUNTY

A Shared Services Success Story



Maureen Reynolds, Deputy County Clerk of Tompkins County, NY knows a little bit about document management. One could say that she climbed an enormous paper mountain, and helped turn records management around for her county and the communities it contains. When the process began, the task looked insurmountable. Reynolds describes the situation on Day One: "We were given the assignment to manage the Tompkins County Records Department and the County's Inactive Records Center. These were contained in a dilapidated former library building, where the boiler and HVAC were barely working and the roof leaked. Inside this document dungeon were stored the paper records for 28 separate County departments, equaling a grand total of 9,000 boxes! Our program also inherited a pair of obsolete databases (Access and MASS-11). On top of that, the County's records program had been severely neglected for the past 10 years and it really needed our help." And that's just the beginning. Little did Maureen (or anyone in Tompkins County for that matter) realize that a strong combination of planning, a whole lot of elbow-grease and document scanning could manage to yield a county-wide Laserfiche solution that would include villages, towns and even the City of Ithaca.

Nothing Succeeds Like Success

Positive momentum is critical for consensus and "buy-in" amongst department heads and colleagues. Capitalizing on her early successes, Reynolds and her team of Laserfiche experts further expanded their document management integration across Tompkins County. Walking us through the spread of Laserfiche into multiple departments and communities, Reynolds states: "We replaced an Access and MASS-11 database in the records program that only was used to track the boxes stored in the records center. As we have implemented Laserfiche in other departments, we have replaced those departments' databases with Laserfiche and have used Affinity to instantly integrate Laserfiche with other third-party applications. Our biggest success with Laserfiche integration was with our new HR/Payroll system. Prior to the HR/Payroll implementation, we had scanned all of that department's paper records and they are now available in Laserfiche.

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We recently upgraded to Laserfiche RIO and have all 28 County departments (as well as 13 Tompkins County towns and villages, plus the City of Ithaca) using Laserfiche, and plan on upgrading to 100 County users by next year. We also offer County-hosting for the records of the 16 cities, towns and villages in our County. Some specific examples include: in our shared services for our towns, we have automated the routing of their legislative resolutions from an incoming folder, and with the individual towns' building departments, we automated the notifications of their 'land parcel splits' at the county level. This allows the towns' code enforcement officers (CEOs) to obtain this information from the appropriate town repository, and simultaneously notifies that town's CEO via e-mail about the new land parcel information."

All of this digital document management and shared services has not gone unnoticed at a state level either, resulting in grants for further expansion and also simplifying compliance with New York State records retention requirements. "We have been awarded grants for shared services to implement this through the New York State Archives and their records management program. Also, all new software for any County department must be able to digitally drop the official record copy into Laserfiche at least once a year – as we are using Laserfiche to meet our records retention requirements as set by New York State."

9,000 Boxes, 28 Departments' Records & One Leaky Roof

Every great journey begins with a first step. Maureen and her team looked far and wide for a complete document management solution and found Laserfiche. Reynolds explains: "We had just finished a large EDMS for the County Clerk's office, including 193 years of land and court records, and we felt that we had the on-staff knowledge and expertise, IT support and infrastructure, as well as the vendor partnerships to turn the County records program around. However, we needed an enterprise-wide system, so we started looking for one. My CIO had seen a Laserfiche demo when interviewing vendors for our County Legislature's meeting minutes software. He thought Laserfiche would work well for our county-wide records needs. The transparent records management was critical for us as well as the Records Management Officer for the County. We chose Laserfiche because of the folder structure set up for ease of use, the security of the audit trail, the records management module, the simplified business process of workflow and the experience and reputation of our VAR—General Code."

You can probably guess where this story is going (spoiler alert: there was a lot of document scanning involved). Maureen is justifiably proud when she notes the initial results: "We have since scanned all 9,000 boxes of documents, which eliminated the need for a new building to be constructed, thus saving \$5.5 million! We eliminated paper records in our County offices and are hosting our solution for all of our local town and city governments using a shared services approach. We have established a user group and have received grant funding from New York State to further develop this project. We have also just completed the scanning of minutes and building permits for our local city, town and village governments, and those governments are leveraging our Laserfiche expertise by using our IT staff and network, and our disaster recovery solutions as well. The Laserfiche solution really is serving the entire County."

Goodbye Paper Records, Hello Laserfiche

The advancements of the digital world pay significant dividends in the real, physical world. Just ask the various departments of Tompkins County, who suddenly find themselves with extra workspace formerly swallowed up by document storage. And the taxpayers in Tompkins County tend to feel a bit better too, considering that all that scanning saved all that storage space and in the neighborhood of \$5.5 million of real money too. When Deputy County Clerk Maureen Reynolds says “trust me,” folks around Tompkins County are more than happy to: “My favorite saying is ‘Trust me, you will love it’ as I wheel all of their paper records out the door to go to our scanning vendor, never to return as space-wasting paper records again! I have never had a problem yet, and everyone has been extremely happy with what we have done with their department’s records and with Laserfiche. We mimic their folder structure to what they have in their paper filing cabinets (or their existing digital file structure) so that end users are comfortable with the product we bring back to them in Laserfiche.” “We currently have 13 municipal partners using our County-hosted solution, with our network, disaster recovery and IT staff, along with other staff from the County. We share training sessions and user group meetings, and work together to create solutions that we can all benefit from. We have also set up a governance structure, user group agreement and by-laws to our group, which we named TSSERR (Tompkins Shared Services Electronic Records Repository).”

Can’t we all just get along? Apparently, in Tompkins County, they really can. Who knew that scanning 9,000 boxes of records into Laserfiche could make so many people in so many departments so happy and productive? That’s the power of Laserfiche.

CASE STUDY: TOMPKINS COUNTY

County Court System Goes Paperless and Mobile

COUNTY COURT SYSTEM GOES PAPERLESS AND MOBILE



Seated in Ithaca, NY, Tompkins County is a progressive community of just over 100,000 people who prize environmental and social sustainability. “Our county vehicles are hybrids, our new county buildings are all LEED certified and we are always on the lookout for environmentally friendly products,” explains Maureen Reynolds, deputy county clerk.

In fact, Reynolds explains, one of the county’s major goals for the next few years is to enable 10 to 20 percent of its workforce to work from home at least part of the time. “From a green perspective, this will allow us to cut back on the number of people driving to work, and it will save energy at the county buildings,” she says. “It’s also very important from a disaster recovery perspective to enable an ‘untethered workforce,’” Reynolds adds. “If another Hurricane Sandy were to hit, we want to be sure that key employees can still do their jobs from their homes. My biggest fear is to be on the front page of the paper under the caption, ‘Why didn’t they take care of this?’” She also notes that many employees need to be able to do their jobs from the field, including county judges, the district attorney (DA) and the assistant district attorneys (ADAs). “We have five county judges who need to be able to access case files from the bench, and do rotate from court to court on occasion. Going paperless has had a lot of benefits for them.”

The Path to Paperlessness

The Tompkins County Clerk’s Office started scanning records back in 2001. Over a nine-year period, it scanned 193 years’ worth of land and court records. Based on its success with scanning, county administration asked the clerk’s office to take over the county records center, an old building with 9,000 boxes of records and an antiquated tracking database.

“They told us we wouldn’t get any additional budget or staff. I actually called my IT director and cried a little before asking, ‘What can we do?’” says Reynolds.

She explains, “We knew we had the on-staff knowledge, expertise, IT support, IT infrastructure and vendor partnerships to turn this program around—but we needed an enterprise system, so we started looking for one. Our CIO had seen a Laserfiche demo when he was interviewing vendors for our County Legislature’s meeting minute software. He thought it would work well for our countywide records needs.”

Reynolds notes that the original plan was to simply put barcodes on the boxes to keep better track of them. However, “once we saw what Laserfiche could do, we decided to scan all 9,000 boxes in the records center, destroy the paper and eventually tear down the building.”

Tompkins County had been planning to either build a new records center or renovate the existing building, which would have cost somewhere between \$2.3 million and \$6 million. Analysis showed that spending between \$400,000 and \$500,000 for scanning, software upgrades and IT infrastructure updates would save Tompkins County between \$2.3 million and \$5.5 million dollars.

“After that,” Reynolds says, “it was pretty clear that digitizing the records was the way to go.”

Paperless Court Cases

For the County Clerk’s office, back-scanning old court records had a big impact. As the owner of the county’s court records, the clerk’s office used to be charged with sifting through paper files in the dilapidated records center.

Now, all civil and criminal cases from 1817 through 2009 have been digitized. Using Laserfiche’s online, self-serve document portal (which Tompkins County has configured for both public and secure internal search and retrieval), judges, law clerks and legal secretaries can instantly view closed cases with the click of a button — saving a great deal of time for the County Clerk’s Office employees.

According to Reynolds, the judges have been using the portal to view archived case files on their laptops and mobile devices such as iPads for the last three years. This has been particularly helpful when a judge needs to review the cases associated with a repeat offender.

Within the last year, the County Clerk’s Office has begun handling the day-forward scanning of all court-related paperwork, which has eliminated delays in paperwork processing. “In the past, people could file their papers in our office, with a court clerk or with a judge,” Reynolds explains.

Today, everything goes through the County Clerk’s Office, whether it is paper or digital, and it is processed the day it is received. Paper documents are scanned and integrated with a land management system that time- and date-stamps the documents. After that, documents are emailed to the judges right away.

“Tompkins County handles approximately 1,400 civil cases and 4,500 criminal cases a year, so processing delays could really slow things down,” says Reynolds. “The judges appreciate having timely, anywhere access to the files they need to see.”

District Attorney’s Office Goes Digital

Piggybacking on the success of the Tompkins County Court, the District Attorney’s office is also looking to go paperless. “Our ADAs have to drag giant boxes of files into court. Oftentimes, they’re traveling to the town courts at night, when no one is in the DAs office, so making everything available to them in a digital format will make their jobs so much easier,” says Reynolds.

According to Loren Cottrell, deputy director of IT services at Tompkins County, the DA's office is currently looking to migrate from a legacy case management system onto NYPTI, a state system developed by the New York State Prosecutors Training Institution. Laserfiche will be integrated with NYPTI such that case documents will be created in NYPTI and archived. Documents will be born digital, eliminating the need for paper records completely.

"Oneida County has integrated Laserfiche with NYPTI, and we are hoping to learn from what they've done and implement our new system this summer," says Cottrell.

Prior to implementation, Tompkins County will run the project through its "Smart Office Initiative," in which it partners with Tompkins Cortland Community College to analyze existing processes, document what the new processes will look like and get buy-in from all stakeholders. "All new or major IT initiatives in Tompkins County are required to go through the Smart Office Initiative," explains Greg Potter, IT director for the county. "For process-driven projects, the departments need to go through this initiative to define their processes before we're willing to jump in on the IT side. It helps us determine who's ready and who's going to succeed."

Reynolds adds that, whenever a department is looking to go paperless, it's important to study the department's folder structure and analyze its workflows. "You can have the best software in the world, but if you don't make your end user comfortable with it, they will not use it," she explains. Potter notes that while the IT department is mapping out the streamlined case management process and preparing to integrate Laserfiche and NYPTI, it is also expanding the Wi-Fi access points in the courtrooms so that the DA and ADAs will be able to access their case files using mobile devices.

Reynolds is confident that the new paperless system will work well for the DA's Office. "Judges sometimes have the reputation for being conservative and slow to embrace change, but our judges took to our paperless approach very easily," she says. "When I first told them about (the new platform), I said, 'Trust me, you're going to love it.' And they do!"

CASE STUDY: TOMPKINS COUNTY

Medical Examiners' Investigations Streamlined with Laserfiche



In upstate New York, a new paperless process has forged digital links among medical examiners, vital records, and law enforcement officials. In the course of restructuring its Medical Examiner Program, Tompkins County turned to the County's Laserfiche system to streamline the way it manages medical examiner's death investigation filings, autopsy results and toxicology reports to save time and trouble. Current and accurate information is more readily accessible to families and public officials with questions about unattended deaths.

County Takes a Fresh Look at the Death Investigation Process

Tompkins County's Medical Examiner (ME) Program is operated by the County's Public Health Department. Formerly services were divided among several independent providers, including out-of-county pathology resources. The Legislature voted to consolidate services to a team consisting of a Chief Medical Investigator and two Medical Examiners based in Ithaca's Cayuga Medical Center (CMC) to provide investigations and autopsy services locally. By doing so, the move shifts resources from transportation costs to improved Medical Examiner professional services.

Online Report Filing Simplifies and Secures ME Paperwork Submission

That same month, a project request came into the Tompkins County IT Department. Early in her needs assessment process, Systems Administrator Katy Prince saw that Laserfiche was an easy fit. "The ME's wanted to submit reports electronically, know that they wouldn't get lost and that the medical information would remain private in a secure location.

“After I met face-to-face with the ME’s,” Prince recalls, “I saw this as a pretty straightforward solution. They were handwriting data on a printed form.” This form was her starting point for taking things digitally. Her first Laserfiche Form review was a hit, as was the ability to work with it across platforms for total portability. Following a brief beta test, the first live submission came within three months of Prince’s initial face-to-face meeting with the ME team.

A Better Process Yields Better Answers in Troubling Circumstances

“Awesome,” is the word Chief Death Investigator Jennifer Edelman uses to describe the system. “Our team is very busy and we wanted an easy-to-use reporting system. I can start a case on-scene on my phone, save it and finish it later on my office computer. This process improves communications and reduces duplication of effort.” Once an ME opens a case form, he or she can upload photos and forensic reports as addendums managed by Laserfiche. “Reports go in directly without transcription errors. I’m spending 20 minutes on tasks that could’ve taken over an hour before,” Edelman adds.

While her beat includes accidents, fires, and the rare violent act, the vast majority of Edelman’s cases involve determining the cause of an unexpected death. “I work closely with law enforcement, first responders, our pathologists, next of kin, family doctors and funeral homes. My goal is to assist the decedent’s family through this hard time by providing them with the answer to why their loved one has passed,” is how she describes her mission. “Our Laserfiche system increases our ability to produce appropriate results by assuring that accurate data gets to Vital Records.”

Paperless ME Program System Lightens the Load in Vital Records

At the same time, Prince’s Laserfiche solution attacked a document mess over in the Health Department, where ME Program files are the responsibility of Deputy Registrar of Vital Record David Warmbrodt. Compared to his routine duties registering births and deaths, he says, “Dealing with medical examination filings involved a lot of time and came with all the misadventures you can get dealing with a haphazard paper system.”

Although death investigation cases are the exception rather than the rule, they forced him to keep track of a variety of incoming faxes, couriered reports and mail submissions over the course of weeks or even months. “So much from so many directions; clunky to keep organized,” Warmbrodt observes. “Streamlining was important to me because the paper process could become a bear.”

Now Warmbrodt receives email notifications as ME uploads flow into the proper Laserfiche case folders. He no longer has to determine a case number and create, label and file a physical folder. The status of pending information is readily apparent. And when it comes to retrieval sparked by litigation, criminal investigation or public health research, he expects things to go much more smoothly in the future. “No more visits to a records closet and pawing through eleventy-eleven bankers’ boxes and manila file folders to locate a case,” he says.

Automated Case File Management Means More Time for Higher-Value Tasks

Katy Prince says she is a believer in “Simpler is easier”, so she kept things as simple as possible. The end users of the ME Program are shielded from process steps.” Once the intake form is live, Laserfiche offers an addendum form to simplify the subsequent submission of related correspondence, forensic files and photos to the proper folder as they become available. After a case is tagged as closed, the system moves it to inactive/ retention status.

The intake form has provisions to record a corresponding law enforcement case number or 911 call center incident number for integration with other agencies’ databases. This makes it much easier in the event a prosecutor, or the County Sheriff or City and State Police need to check on an official cause of death in the course of their investigations. Authorized users can search against their ID criteria and pull the information they need without travelling to the Vital Records Department or requesting and waiting for copies.

“The new system is a huge time saver,” says Edelman. “When a case is open, ME’s can communicate directly with Vital Records and the rest of the team without paper. Because we can better share and coordinate information, there’s less duplication and post-investigative work required to close a case.” On-scene, having fewer paper distractions helps her better support law enforcement personnel who aren’t trained to spot medically related evidence and to reassure family members that their concerns are being addressed.

Warmbrodt sums things up by saying “We are achieving what we needed to achieve with our Laserfiche solution. Working with PDF files instead of paper results in a much more efficient management process.”

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PROJECT	CONTACT INFORMATION	DESCRIPTION OF SOLUTION INSTALLED
Franklin County, PA	Ed Yonker Apps Support Manager 218 North 2 nd Street Chambersburg, PA 17201 Phone: 717-261-3149 Fax: 717-267-2886 elyonker@franklincountypa.gov http://www.franklincountypa.gov/	Base System: Laserfiche Rio Users: 247 Named Full Users with Snapshot and Email Additional components: Records Management, Forms, Forms Portal, Pilot Public Portal, ScanConnect, QuickFields Agent, QuickFields Core, QuickFields Complete, ReadOnly Weblink Processor, Laserfiche Connector Departments: 40 Departments including; finance, sheriff, administration, payroll, planning, office of the aging, district attorney Date Installed: 2001; upgraded to RIO 2010 Number of People on Implementation Team: Internal Staff – 5 General Code employees External Resources – 3 County employees Current Version: LF Version 9.2.1

General Code has been associated with Franklin County for nearly 15 years. When originally sold, General Code was the prime contractor and continues today to be the primary support for the Laserfiche installation at Franklin County which has grown from a 20 user system to over 200 users on the system in the County. We have provided all of the installation and training services to the County and have worked with their IT staff to develop complex workflows to automate document-centric business processes.

Franklin County is a very progressive county where it comes to the use of technology. They have embraced most all of the functionality and power of Laserfiche to enhance many areas of their County’s operations. They are a leader in the use of Laserfiche Workflow and recently were featured in a Worldwide Web session to showcase the improvements that the County has made using Laserfiche.

General Code collaborated with the County to build an ECM solution that now provides Records Management and Document Management software and related services for several departments within the County. The County started in one department in 2001 and has grown to include over 40 departments in 2016. The solution has grown to include Laserfiche Rio with 247 users, Public Portal for sharing retrieval information with the citizens of the County along with using it as an internal retrieval only access point for County employees. The County is currently running over 200 workflows and nearly 150 electronic forms.

Please see the Franklin County Case Studies:
<http://cms.generalcode.com/franklin-county/>
<http://cms.generalcode.com/franklin-services/>



CASE STUDY: FRANKLIN COUNTY

Franklin County Increases Document Security and Builds Compliant Repositories



John Aguirre has been the director of HR at Franklin County for the last 13 years. His department has nine employees who are charged with:

- o Establishing, administering and effectively communicating sound policies, rules and practices that treat employees with dignity and equality while maintaining compliance with employment and labor laws, county policies and labor agreements.
- o Providing services to the people of Franklin County in order to secure, maintain and develop employment with the county government.
- o Administering payroll and the county benefits program.

The first thing the HR department did after implementing ECM was to start scanning personnel files into the system. It took some time to develop an appropriate folder structure that separated employees' employment records from their confidential medical records and discipline files, and then it took about a year to get everything scanned in.

We probably spent between 4-6 months in the planning phase, but getting those personnel files into the system properly has had an enormous payback for us," says Aguirre. A few of the benefits include:

Reduced Paper Consumption

"We used to photocopy hundreds of thousands of pages of job applications a year for review by our elected officials," says Aguirre. "We almost never make hard copies of documents anymore since our officials have access to everything they need in Laserfiche."

Instant Search and Retrieval

"The ability to locate documents quickly is great for me," explains Aguirre. "Not a day goes by that I don't get a request from one of our directors for material from an employee's personnel file for various purposes. Our

ECM system makes it easy for me to satisfy their requests and quickly email them exactly what they need to see.”

Higher Staff Productivity

“With ECM, we can do more with less and accomplish more functions with the remaining staff, which is important in this economy. When one of our part-time HR reps left the county, we didn’t need to find a replacement because ECM makes everybody more efficient. Retrieving documents is as easy as opening a web page.”

Reduced Need for Document Storage

“Prior to implementing ECM, we had a large ‘Electreiver’ file cabinet in the office that stored approximately 1,500 files and rotated them on chains. It was always breaking down and causing us headaches. Once we started digitizing our documents, we were able to get rid of that monster, along with five standing file cabinets. We now use that space for our receptionist’s desk and our scanner, so our office is much less cramped.”

Easier Audits

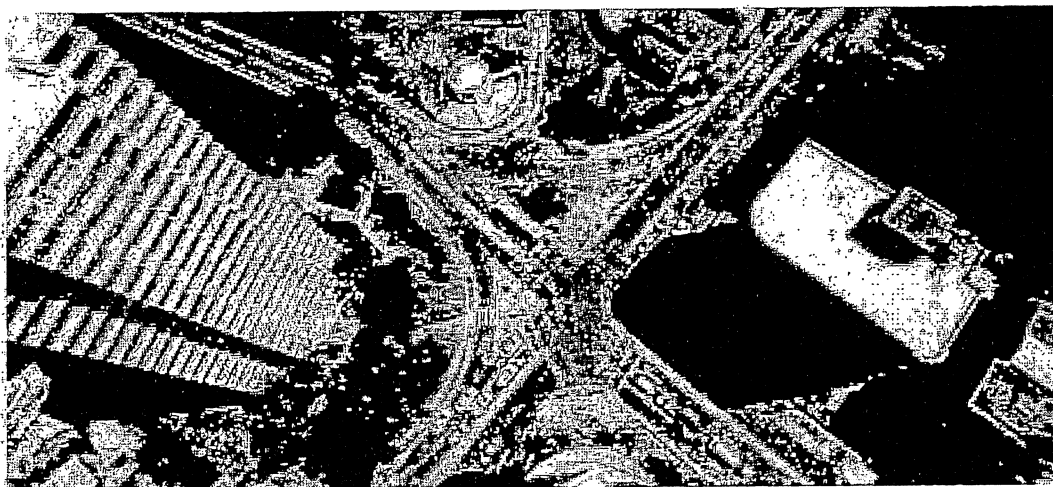
“Auditors love Laserfiche because it’s so fast and easy to use. It’s also clear to them that we’re meeting compliance mandates with regards to our folder structure and the security surrounding confidential medical records, etc. In addition, my department no longer has to stop working in order to organize for the audits.”

The HR department has also added recruitment documentation and union and arbitration files to the system, which has led to quicker resolution of some grievances. In addition, HR is currently scanning employees’ benefits files and leave of absence documents into the repository, and it has recently started on payroll documentation.

“Laserfiche is so secure in terms of access rights and privileges that we’re comfortable using it for everything we’ve got,” Aguirre says. “For example, I’m the only person in the HR department who can view the union files, and I’m also the only one with deletion rights. I know that unauthorized staff can’t see confidential information, and I know that no one’s going to tamper with our files. The role- based security provides real peace of mind.”

CASE STUDY: FRANKLIN COUNTY

Overview



Ed Yonker joined the Franklin County IT Department in 2004, after spending many years in the banking industry. “Government is a different world,” he explains. “Because of its size and structure—there are eight employees in the IT Department, compared with 925 employees county-wide—it’s a lot harder to implement new technology and get everyone on the same page.”

With approximately 150,000 residents, Franklin County’s mission is to enrich social, economic and environmental vitality by delivering services that are responsive to the health, safety and general welfare needs of its residents. The county government comprises 52 different departments, including the Commissioners’ Office, Human Resources, Human Services and Risk Management, to name just a few.

Yonker notes that these departments “operate like 52 separate businesses under the same umbrella.” In this kind of environment, it’s especially important to establish enterprise-wide IT standards to promote consistency and cross departmental collaboration, Yonker says. In addition, standardization decreases support and maintenance costs. However, it’s often difficult to find technology that’s agile enough to meet the needs of many different departments and flexible enough to adapt quickly and cost-effectively to changing conditions.

“It’s hard to convince all the different departments that they can use the same system,” says Yonker. “Because of that, we didn’t start out thinking Laserfiche was going to be enterprise technology. But after the enterprise content management seed was planted in one department, suddenly all our departments wanted to know more.”

The Beginning

Franklin County first purchased Laserfiche back in 2001, after a new panel of Commissioners was elected. “We had some younger Commissioners come in, and they were more familiar with technology and the benefits it could have for Franklin County than previous Commissioners had been,” explains Jean Byers, Deputy Chief Clerk in the Commissioners’ Office. “They did a year of research into solutions that would grant them easy access to the documents they needed.

In the end, they selected Laserfiche for its instant search capabilities, as well as the fact that we could install it directly on the computers already in use.” She continues, “We immediately realized tremendous benefits from Laserfiche. Documents that used to take days to find became available with the click of a button. It used to take hours to find specific text within meeting minutes that were hundreds of pages long, but with Laserfiche it only takes seconds.”

The new technology also made it easy to share documents with colleagues, and due to a similar look and feel as Windows, Laserfiche quickly became popular with both management and staff. Over time, the Commissioners’ Office expanded its use of Laserfiche. When yet another new Board of Commissioners was elected three years ago, they went wireless and purchased laptops so they could review meeting agendas electronically during their Board meetings. They also use Laserfiche to manage office mail, County contracts, bids and personnel files. According to Byers, “Nobody takes paper into the Commissioners meetings anymore.”

The Evolution of an Enterprise Standard

As Laserfiche took root in the Commissioners’ Office, other departments began to take notice. With their focus on compliance and prudent financial management, both the Fiscal Office and the Controller’s Office deployed Laserfiche in 2004. “Laserfiche is great for accounts payable (A/P) functions and auditing,” says Yonker. “For A/P, instant document retrieval speeds and simplifies the review and approval of invoices. And with electronically stored documents, employees can quickly and easily pull the files needed to satisfy an auditor’s request, with no need to spend hours digging through file cabinets. That’s a pretty impressive efficiency boost right there.”

Yonker notes that rolling Laserfiche out to additional departments was an easier sell than other system expansions because there was buy-in from the top right from the start. “Whenever County purchases exceed a certain amount, they need to be approved by the Commissioners,” he explains. “Because the Commissioners were already very familiar with the value of using Laserfiche, they never hesitated to give the go-ahead when other departments wanted to get on board.” The next departments to raise their hands and ask for Laserfiche were the Human Services and Human Resources Departments. Both departments implemented the software in 2006.

Human Services

In Franklin County, Human Services is comprised of 18 different offices and agencies, many of which use Laserfiche to manage case files. Effective case management, of course, is essential for providing high-quality services to qualified individuals at an affordable cost.

Electronic case management using Laserfiche enables the smooth delivery of services such as psychiatric assistance, medical care and food assistance, among others, by granting case workers instant access to client files, along with the ability to upload their own notes into the system.

The offices and agencies that fall under the Human Services umbrella include:

- Aging Agency
- Children & Adolescent Service System Program
- Children & Youth Services

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- Community Services
- Developmental Disabilities/Early Intervention Programs
- Domestic Relations Section
- Drug & Alcohol Program
- Falling Spring Nursing & Rehab Center
- Franklin County Transportation
- Mental Health, Mental Retardation & Early Intervention Administration
- Grants Management Department
- Information and Referral – Community Services
- Juvenile Probation Department
- Mental Health Program
- Parent Power Newsletters
- Penn State Cooperative Extension Office – Franklin County
- Public Defenders Office
- Veterans Affairs Office

According to Claire Hornberger, administrator for the Mental Health, Mental Retardation & Early Intervention Administration (MHMR), disaster recovery has been a driving force behind her department's adoption of Laserfiche. MHMR has 80 employees who provide services to 1,400 individuals across the County. Client charts typically contain an intake assessment, school records, hospital records, treatment records and notes from meetings with social workers.

Hornberger notes that the files can be up to 5-6 inches thick. At first, the department was scanning closed case files into Laserfiche with an eye to decreasing the space needed for document storage. When MHMR was forced to evacuate the office for three false fire alarms one day in early 2010, staff realized that in the case of an emergency, it would be more beneficial to have active files available in an electronic format than case files that were long closed.

From that day on, the department stopped back scanning and started moving its active files into the system to make them available in the event of a fire or other disaster. Hornberger notes that Laserfiche allows her department to organize its digital charts in the same manner its paper charts were organized, so it hasn't been complicated or cumbersome for staff to learn to use the electronic system. Scanning, however, has been a bit of a challenge. Because MHMR has so much paper, it's had to hire temps to do the scanning, which has made the process slower than the department would like. Once the records are in Laserfiche, though, Hornberger appreciates that it's a secure and user friendly system for her staff.

Human Resources

Human Resources John Aguirre has been the director of HR at Franklin County for the last 13 years. He notes that his department has nine employees who are charged with:

- Establishing, administering and effectively communicating sound policies, rules and practices that treat employees with dignity and equality while maintaining compliance with employment and labor laws, County policies and labor agreements.
- Providing the ever-changing needed services to the citizens and employees of Franklin County in order to secure, maintain and develop employment with the County government.

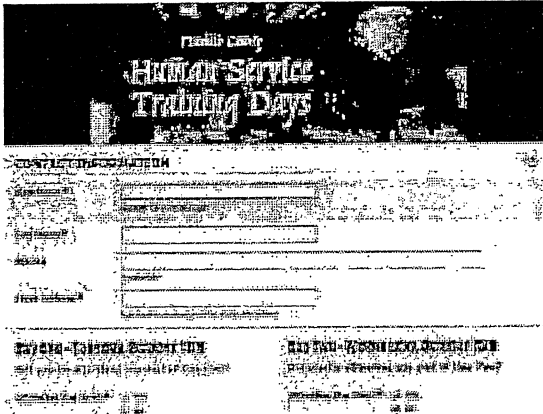
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- Administering payroll and the County benefits program. “We became interested in Laserfiche because we saw that it could us move into the 21st Century,” says Aguirre. “The direction of the nation was to go paperless—even the military was doing it! We didn’t want to get left behind.”

Before deciding to invest in Laserfiche, the HR Department had actually been considering moving to microfilm to cut down on the space needed for document storage. Even such photographic film, however, would require storage space, along with expensive machines to read it. “We ultimately decided that digital records would be easier to deal with,” explains Aguirre, “and we knew that a number of other departments were already having success with Laserfiche.”

CASE STUDY: FRANKLIN COUNTY HUMAN SERVICES

Human Services Department Gets an Inside Edge on Efficiency



Anyone who has hosted a training event knows that there are numerous details to manage. Previously, these details have been beyond overwhelming when coordinating the Franklin County Human Service Training Days event. This annual event offers more than 30 workshops over a two-day period. Each day consists of four training sessions with a keynote speaker, breakfast and lunch. Historically, this event was extremely paper driven with registration forms, participant packets, sign-in sheets and evaluations.

It all took time and resources away from the department's mission of helping service providers and clients when tight budgets aren't offering a lot of wiggle room. The solution came from a surprising source, and it didn't involve extra bodies sharing in the onerous job of printing and collating. Instead, Franklin County's IT Services Department gave Human Services a rules-based, automated events management solution founded on the County's Laserfiche workflow and eForms solution.

Essentially, IT Services automated most of the data-related tasks and enabled a shift to paperless event management. Context-sensitive electronic forms collected registration data that then ported into the data management and workflow functions. Tick list items, such as email confirmations and after-event certifications, were handled without the staff touching a keyboard. Personalized agendas and class handouts were distributed as PDF documents via email. Afterwards, training certificates were automatically validated and emailed to participants upon request via eForm. Special dietary requirements for breakfasts and lunches were also tracked. The only items Human Services printed were name tags, which were themselves deployed as a further weapon in the war on waste.

IT WAS TIME FOR A TRANSFORMATION

Bekah Laws knew that Training Days logistics could be a nightmare. Now an Applications Support Specialist in the Franklin County Information Technology Services Department, she formerly worked in Human Services and had been the event coordinator in the past. Over in IT, Laws saw a great opportunity to involve fellow Application Specialist Josh Burleigh and Laserfiche Lead Ed Yonker.



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No one understood the challenges better than Laws, who stepped up as Project Leader. “Because I knew the event, it was easier for us to design the solution according to what it actually takes to do the event.” So, the team structured the database, forms, and workflow to support—and improve—the process.

“We had advanced from the previous year’s use of a web portal and Google Apps,” recalled Laws. “With that setup, incoming data went into a spreadsheet. While that was a step up from the old fax-back/data entry method, multiple steps were required to make the data useful.”

CREATING A SEAMLESS FLOW OF DATA AND PROCESSING

“Starting over with Laserfiche Forms and designing a new database allowed us to dump incoming forms data where we needed it to be from the beginning. Then the system could do something with it immediately, such as generate an email registration confirmation complete with a personalized schedule. We could pre-schedule reports to hit the event coordinator’s inbox throughout the day according to what she needed.” If a session filled to capacity, it could easily be removed from the visible registration options, eliminating the nuisances of over-enrollment.

The Laserfiche Forms solution, available from General Code, was developed to enable government organizations to minimize manual data processing by placing forms online to reduce operating costs, improve efficiencies and eliminate paper and printing. Transaction data is captured electronically and integrated immediately into the records management and workflow systems, cutting processing time and enhancing service levels.

The team at Franklin County’s IT Services used Laserfiche Forms to create electronic forms at the front end to support automatic data capture and verification together with integration into their SQL database. Then they set up workflow routines and routing in Laserfiche to automate processing.

Laserfiche’s icon-driven, highly visual environment made it easy for the team to create forms and workflows. With some dragging and dropping and mouse clicks, they could test conditional loops and set register triggers for events, such as notifications or reminder emails as part of the overall process.

PAPERLESS. PAINLESS. ONLINE LOGISTICS MANAGEMENT SIMPLIFIES LIFE FOR EVERYONE INVOLVED

“Over the span of the two day event, the solution processed somewhere between 3,500 and 4,000 entries,” reported Ed Yonker. The solution used the stored data and processing rules to send out confirmations, reminders and PDF session documents automatically.

The ability to pull reports from the SQL database paid off as well. “The coordinator was able to keep the catering service current on head counts and special dietary requirements,” commented Laws. “And she could keep an eye on a rolling count of class enrollment to see if she might want to move the class to a bigger room and adjust capacity.”

“The only thing Human Services printed were name badges,” said Laws. “The coordinator told me she thinks they saved at least 100 hours just by eliminating event packets.” Attendees were happy to use the facility’s Wi-Fi and their own smartphones, tablets and laptops to access session eForms at the event.

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The benefits of the Laserfiche solution were obvious in other ways at the event. Attendees continued to interact with the Laserfiche solution, checking into workshops on in-session PCs using their individual participant code displayed on their badge. To expedite registration for large, popular sessions, Human Services hosts stationed themselves outside the rooms with tablets for mobile check-in. Because no paper sign-up sheets were used, a complete, accurate record was maintained as data flowed to the system from PCs and tablets.

About those secret-weapon name tags: they further crushed the logistical workload. Printed on the back of each was a QR code and web address. To request a Training Certificate, the attendee simply scanned the QR code or typed in the address on their mobile device. In response, the system returned an online session evaluation form. Once the attendee completed the evaluation, the participant was able to request a certificate, which was then e-mailed to them. Once again, no paper or staff time was required to complete this action.

“The County Commissioners were especially pleased by the way the event was run,” said Laws. “They were pleased that badges were the only thing printed, because of the county-wide initiative to reduce paper usage. In fact, the County has implemented a contract approval solution for the Commissioner’s Office that includes electronic signatures,” she said.

Of course, the solution also followed up on Training Days after the event. “For a designated period of time, the system emailed people provided e-mail reminders about the deadline for requesting certificates,” said Laws. Which was yet one more set of tasks the solution took off the Human Services workload.

Will this Laserfiche solution be an annual part of Training Days in the future? “Yes,” said Laws. “We designed the solution to be reused. For example, we created numerically coded session records as part of our foundation. Next year, all we have to do is change the session title associated to each code to proceed with the database and workflow structures we built this year.”



13. BRIEF OUTLINE OF SERVICES OFFERED BY GENERAL CODE

ADDITIONAL SERVICES

General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes and are on the cutting edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

In many ways, General Code is a “one stop shop” for solutions that make government information more accessible to citizens and staff alike. Our various lines of business include:

- Laserfiche® Enterprise Content Management software and related services
- Web-based forms and related services
- Business Process consulting
- GC Streamline, Laserfiche process automation
- Muncity® Integrated Parcel Management software and related services
- Codification of Bylaws, Local Laws and Ordinances (including editorial analysis, organization and editorial services)
- Electronic Code options (eCode 360®)
- Scanning Services

	<p>Laserfiche Avante SQL Express server software is a complete electronic content management solution with <u>fully integrated</u> business process management. Laserfiche Avante includes the Laserfiche Automated Workflow Module and other important business-process functionality “baked into” the core software.</p> <p>The Laserfiche Automated Workflow Module is a robust component that facilitates the flow of documents, auto-files and auto-names folders and documents and enforces time schedules, where desired, by providing e-mail reminders or notifications to backups or supervisors or by re-assigning documents to others’ folders. By automating processes, you can ensure that proper process is followed, and work can be distributed to users in an orderly and predetermined manner.</p> <p>Laserfiche’s robust security enables you to limit both access and functional rights of users. Your IT staff will appreciate the ability to set security by user or group, as well as the option to use Windows Authentication for single log-in.</p> <p>System administrators have access to the Laserfiche Administrator Console either in a client or a web format.</p>
	<p>Laserfiche Rio is functionality and simplicity combined into an enterprise document/content management solution. Rio includes document management, business process management and Web publishing for your entire enterprise, all in one bundle. Rio’s named-user licensing makes budgeting and purchasing easy—all you need to do is count the number of users. And with its tiered pricing structure, Rio becomes more affordable with increased number of users. As your organization grows, Rio scales easily to accommodate new departments and an expanding workforce. In addition to volume discounts on user licenses, Rio includes an unlimited number of servers, so you can create failover clusters, redundant servers, departmental servers, or whichever structure best fits the way your organization runs.</p>

The Laserfiche Support Assurance Plan (LSAP) was created to deliver critical program updates and to provide ongoing technical support for the Laserfiche document management system. This is extremely important because the Laserfiche software is continuously improved to be even more powerful and efficient. With LSAP, you would be confident that you were receiving the very best performance and quality possible.

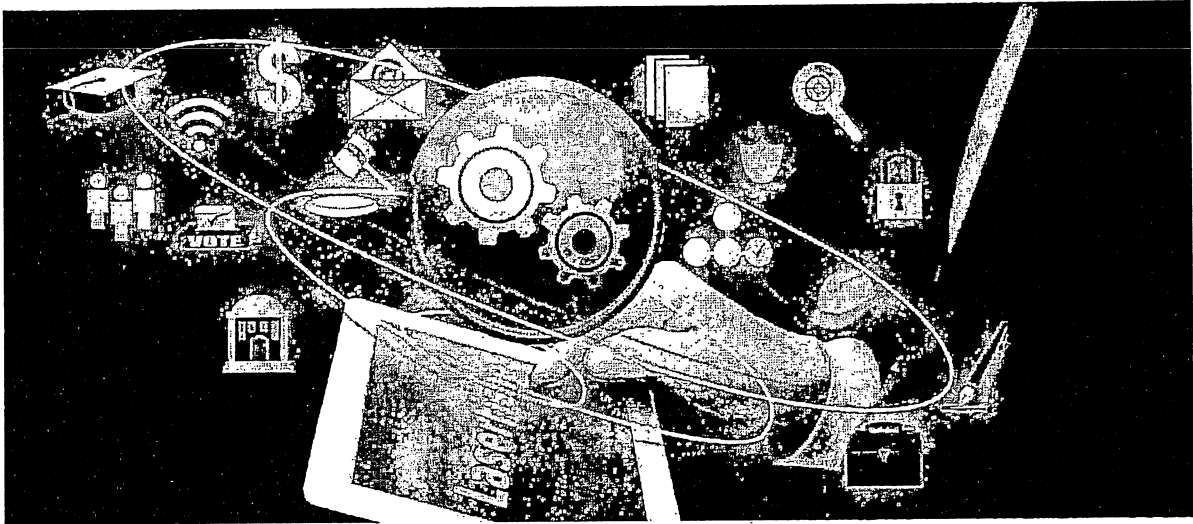
Laserfiche is the ECM solution of choice for a number of government agencies at all levels. We selected Laserfiche as our technology platform because of its user-friendly interface, open architecture, integration ability and the capacity to scale up as your demand for information sharing and access grows. With Laserfiche at the center of your Content / Business Process Management Solution, you would get what 35,000 other public and private organizations around the world are already getting – the most powerful combination of electronic capture, storage, and business process automation tools available today.

Highlights of the Laserfiche Software Assurance Plan include:

- ✓ Obtain 100% upgrade credit for existing software
- ✓ Hotline support through your authorized Laserfiche reseller solves problems promptly
- ✓ Free software updates maintain maximum performance
- ✓ Feature enhancements deliver increased productivity
- ✓ Benefit from 24-hour FTP access to drivers & update files
- ✓ Government agencies maintain eye-readability compliance
- ✓ Maintain maximum uptime to support compliance initiatives
- ✓ Stay current on the latest developments with monthly newsletters and tech updates
- ✓ Preventative maintenance with optional on-site support from your authorized Laserfiche reseller

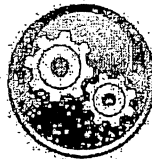
For further information regarding the Laserfiche Software Assurance Plan, please visit

<http://www2.laserfiche.com/pdf/LSAP.pdf>



GCStreamline

Laserfiche Process Automation by General Code



As a result of our years of service supporting over 450 Laserfiche customers, we have developed a series of pre-configured solutions entitled GC Streamline which help control implementation cost. General Code also offers GC Streamline, a series of pre-developed, popular Business Process Automations.


General Code's newest innovation, *GCStreamline*, accelerates the implementation of key Business Process Automation concepts. This generates a faster return on investment in Document and Records Management processes within your organization.

With *GCStreamline*, you could enhance your return on investment and leverage your Laserfiche system to do more, while implementing it faster. We can create electronic forms, configure your work flow routing, and integrate with third-party software applications for departmental and enterprise-wide business processes. You'll do more with less, reduce employee stress, and realize cost-savings.

In response to workload pressures, and on-going expectations of mandate compliance, government entities are increasingly seeking technology solutions to redesign systems and processes. Transitioning from "paper required" to "paper on demand" is the leading reason our customers are working with us.

Over these last 17 years our Content Management Solutions team has developed a number of customer proven solutions common for use in municipal offices. We are now in the process of releasing these under the brand of *GCStreamline*. Current *GCStreamline* core solutions include:

- FOIA Process Automation
- Policy Compliance
- BS&A Integration
- GIS Integration
- Records Management (DoD 5015.2 Certified)
- Electronic Forms
- District Court – Civil Matters

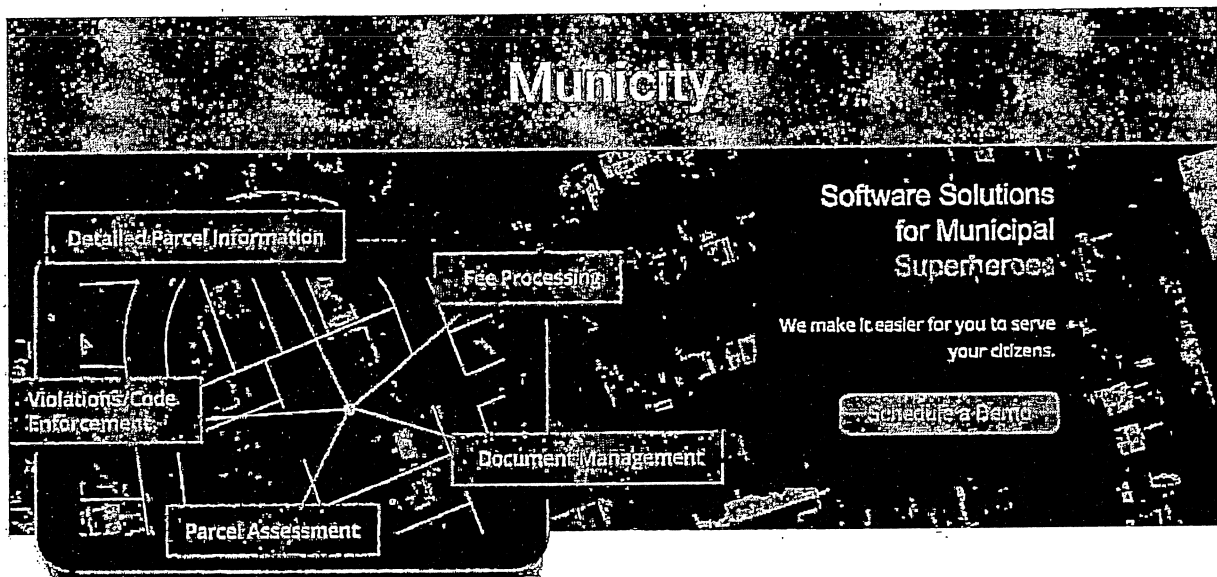
	<p>GCStreamline – Laserfiche Process Automation by General Code.</p> <ul style="list-style-type: none"> • Pre-developed business processes with accompanying database/SQL table in Laserfiche workflow • Designed from experience and development from recent solutions • Packaged to deliver faster business process solutions with only configuration adjustments based on an individual entity's work procedures • With <i>GC Streamline</i>, you can enhance your return on investment and leverage your Laserfiche system to do more, while implementing it faster. We can create electronic forms, configure your workflow routing, and integrate with third-party software applications for departmental and enterprise-wide business processes. You'll do more with less, reduce employee stress, and realize cost-savings.
<p>GCStreamline – Accounts Payable</p>	<p>When it comes to Accounts Payable, chasing down information and approvals can be costly. And every department has invoices and purchase orders that need to be submitted or processed. By automating A/P, the benefits will be felt across your whole organization. Increase productivity with paperless approval and payment processing. Automatically route invoices to multiple employees for review, approval and check processing. You can save thousands of dollars on postage, paper and storage costs alone.</p>
<p>GCStreamline – Board of Elections</p>	<p>Traditionally, completed petitions physically move from location to location for compliance review. As an automated process, each page is scanned, then digital images route through an electronic processing workflow that supports bipartisan review. Mandatory steps are automated, such as automatically generate letters with relevant information (election race, designated candidate and contact person filled in). The system assures that submissions are acted upon and that certifications and non-compliance notifications are posted on time.</p>
<p>GCStreamline – Case Prosecution</p>	<p>Prosecutors who use Laserfiche for their content management have distinct advantages. By simplifying daily business processes and streamlining litigation preparation, you'll be more efficient. You'll spend less time rummaging through boxes of documents. With Laserfiche, you'll easily search through all of your materials digitally for the relevant information you need. It offers integration with third-party Case Management systems, electronic signatures, electronic Discovery via the web, and the ability to have all of your prosecutor trial folders on a tablet.</p>
<p>GCStreamline – Compliance Tracking</p>	<p>It's likely that you need to track your employees' professional certifications, licenses, training, acknowledgements, asset usage confirmations, or confidentiality statements. Increasing the efficiency and transparency of the Compliance Tracking process can save time across multiple departments and greatly improve the likelihood of full compliance with organizational, local and state regulations.</p>

<i>GCStreamline – Contract Management</i>	Easily route a legal agreement through all of the necessary people and departments for review and approval. Having this process as a workflow allows everyone to know the current status of the contract and ensure that it is routed through everyone in the proper order.
<i>GCStreamline – Courts</i>	There is an increased demand for electronic access to court records, as well as e-filing in trial courts across the country. <i>GCStreamline</i> enhances compliance with court rules. It provides more effective and more efficient processes; better access to more accurate case information for the bench, the bar, the media, and the public; and greater job satisfaction for staff generated by a system that is easier to learn and operate.
<i>GCStreamline – Freedom of Information Act Requests</i>	Whether you refer to these as FOIA requests, Open Records laws, or another name, automation can help you save time and reduce the cost of responding to these requests. We can automate several aspects of FOIL request fulfillment while providing tracking and accountability. This frees up resources and makes it easier for the City to remain compliant with the law.
<i>GCStreamline – Human Resources</i>	Automate the processes involved in employee onboarding, open enrollment, job transfers and more. This will allow you to ensure crucial compliance with government and company policies regarding employee files.
<i>GCStreamline – Transparent Records Management</i>	Meet the needs of both records managers and general users. Easily manage multiple departments' information requirements, different records series and retention schedules, and multiple software applications. Improve adherence to your records management plan.

General Code also offers services including custom programming, additional on-site training, scanning services, on-site support, troubleshooting system integrations, additional installations or upgrades, as well as Business Process Automation development.

To learn more about *GCStreamline*, we invite you to view the following:

<http://cms.generalcode.com/gcstreamline/>



The Town of Ithaca installed Municipality in 2013, which is a Building, Planning and Zoning software. The beauty of Municipality is that it has a test integration with Laserfiche that General Code supports. Through Tompkins County's shared service Laserfiche project, the Town also utilizes Laserfiche for their electronic content management system. The Town is currently working with General Code to set up the integration between Laserfiche and Municipality so that Laserfiche can be the document repository for all records associated to each parcel in the Town. General Code is the only reseller of Municipality and has over 10 years' experience supporting and working with both Laserfiche and Municipality.

Municipality Overview

The mission of the General Code Content Management Division is to work closely with our government customers to improve constituent services that address mission critical objectives. General Code was founded in 1962 and has provided codification and information management services as well as access to key public information for over 50 years. We currently manage nearly 2,000 municipal government code of ordinances both in paper and in electronic form on the Web. All of the electronic codes are maintained and supported in an Amazon Cloud environment. In 1999, General Code launched its Content Management Division to help our Municipal Government customers manage its non-code related data and information. The result has grown into nearly 400 customers who are using our software solutions and services to manage millions of government records and provide access for knowledge workers as well as residents.

General Code offers integrated solutions to manage key processes focused around the local Government's efforts to manage physical properties within a municipality as well as all of the related parcel information including electronic data and all records related to the property. Municipality® Building/Planning/Zoning software provides the web-based framework for managing all critical aspects of the permitting, code enforcement, planning, zoning and reporting functions required by nearly 200 local governments in the United States.

We have partnered with Software Consulting Associates, Inc. (“SCA”), creators of the Muncity suite of products. SCA currently serves over 250 municipal government clients in six states. SCA's intuitive software solutions help municipalities across the country run more efficiently.

Since 1983, SCA has been serving municipal clients with high quality software and the industry's leading service. SCA utilizes the latest programming techniques and tools to create software that is intuitive and easy to use while allowing for integration with a variety of third party products such as Microsoft Office, Apex, Laserfiche, and ESRI.

With combined experience assisting and listening to municipal clients, General Code and SCA have gained a deep functional understanding of the inner workings of local governments. Combining our expertise in the public sector with cutting edge technology, we provide our clients with innovative and intuitive solutions to everyday problems at a cost they can afford. General Code's Content Management Division currently employees 18 staff including technical solution engineers, project managers, and helpdesk support technicians who support our broad customer base.

The Muncity software suite is a set of software products that work together to provide your municipality with the best functionality that serves the needs of each user and usage environment. At the core of the system is a Muncity SQL (Microsoft SQL 2008 or above) database that contains all your municipal data, such as parcels, owners, building permits, violations, variances, fees, etc. All of the modules of Muncity access and update this database in real-time so there is no synchronizing required or lag time between activities. Muncity Enterprise provides the most comprehensive set of features for an office environment including processing of most building department activities, data and document retrieval, and Microsoft Office integration. Muncity 5 is the web-based interface for Muncity which provides users access to all Muncity data anywhere with an Internet connection, as well as some enhanced functionality like advanced analytics and reporting. Muncity 5 also includes advanced GIS capabilities that enable you to visualize all your parcel data, permits, complaints, inspections, etc. via a geographical (map) interface. Muncity Mobile combines the ease of use of a tablet or smart phone with the power and functionality of Muncity. Users can complete inspections, issues stop work order or violations, take photos, or just access any Muncity data necessary to be as productive as possible in the field. Finally, the Muncity Citizen module allows the municipality to extend the information from the Muncity database to a public web-site, reducing calls and foot traffic into the office. Optionally the Muncity Connect Citizen Portal module can be utilized to accept on-line permit application and allow users, via a log-in, to track the status of their applications and permits.

To learn more about *Muncity*, we invite you to view our website: <http://cms.generalcode.com/muncity/>

Integrations

The County has many lines-of-business applications it would like to integrate with its Enterprise Content Management system. Laserfiche provides a number of ways to integration with external software and line-of-business applications:

Embedded Integration Capabilities:

- Built-In Microsoft office integrations: Laserfiche is a certified gold partner with Microsoft, fully integrated into the Office suite, including SharePoint.
- Built-In ODBC compatibility built into the Laserfiche products provide out-of-the-box capabilities that allow data to be sent and retrieved from ODBC databases, including SQL Server 2008 R2. This functionality is built into eForms, Workflow, Quick Fields, and Template Fields.
- Laserfiche Web Access: the full read-write Laserfiche Client is URL driven, so issuing searches or bringing up a document through the Web interface is as simple as linking the particular application to the Web server with the correct URL.

Specific Integration Tools:

- Laserfiche Connector providing simple drag-and-drop integrations using screen scraping technology.
- Laserfiche Toolkit and API for highly customized, programmed, integration solutions.

Laserfiche Connector:

This is a simple, code-free way to integrate other applications with Laserfiche. The Laserfiche Connector allows the user to search for documents in Laserfiche or scan documents into Laserfiche based on field values in their primary Web-based or Windows desktop application, such as an ERP or CRM system.

At a basic level, Laserfiche Connector allows you to:

- Search the repository based on fields from primary applications such as CRM and ERP systems
- Scan a page, automatically populate metadata and store it in Laserfiche—directly from your primary application.
- Connect two applications by allowing one of them to start the other (including the ability to pass parameters between them).
- Choose whether the actions above are triggered from a keyboard shortcut, a button embedded in the application or both.

Laserfiche Connector uses tokens to perform searches and populate metadata. This means that once you set up a search, you don't have to manually type any search terms. Instead, the tokens will tell Laserfiche Connector what information to pull and locate.

Laserfiche Connector can also save information from a page in Laserfiche. It will automatically launch Laserfiche Scanning, populate metadata based on the page you are viewing and store the new document in the right folder.

Laserfiche Connector can generally capture information from the following types of applications:

- HTML web applications opened with:
 - Internet Explorer (versions 9, 10, or 11)
 - Firefox (latest version)
 - Chrome (latest version)
 - Microsoft Edge
- Windows forms
- Windows Presentation Foundation (WPF)
- .NET
- Delphi
- Visual C++
- Microsoft Foundation Classes (MFC)
- Java Swing (JRE versions 6 update 21, 7, or 8)
- Silverlight*
- Adobe AIR*

*Supported if the application is compiled with an accessibility support flag.

Note: Some additional configuration may be required for using Laserfiche Connector with Internet Explorer, Chrome, and Java-based applications. Learn more.

Specific Confirmed Applications

- | | |
|--|---|
| <ul style="list-style-type: none">• Accela• BS&A• Gmail• Junxure version 9.2• Microsoft Dynamics CRM versions 2011 and 2013• Navision• Office 2007• Office365• PeopleSoft• Salesforce version 15• Aptify version 5.5.3.1• Beacon (tax software)• Banner version 8.6• Banyon• ConneX through Travelliance• Datatel Colleague version 4.4• Image Mate Online version 14.10• Jack Henry 2014• Jenzabar CX 8.1 | <ul style="list-style-type: none">• JD Edwards• Microsoft Dynamics NAV 2009 R2 version 6.0• Muncity• Munis version 11.1• PeopleSoft version 9.1• QuickBooks Pro 2013• QuickBooks Enterprise Solutions 2014• Sage ERP Accpac 100 version 6.0A• SmartOffice by Ebix• Sugar CRM version 7.7.1.0 Build 360 (accessed using Chrome)• SunGard Public Sector's FinancePLUS 5.0• Synapsys version 2014.1.30• Tenmast version 2.0.1.3• TimeShareWare• Tyler/New World Systems• Utility Power Net by SEDC version 6.0.2• Virtual Properties |
|--|---|

Applications not supported

- Remote terminal clients
- Flash
- Consoles
- iFrames from a different source than the web page

Scanning Services

General Code has worked in partnership with scanning vendors for several years. Over this time, our partnerships have allowed us to offer our customers a complete outsourced document scanning solution with the highest level of quality at wholesale prices. Through these partnerships, we have performed services related to the scanning and indexing of municipal documents and uploading into Laserfiche on tens of millions of documents for many different customers and have developed streamlined processes to ensure maximum efficiencies, coordination, and superior quality are provided to our customers.

The proven experience of General Code and its scanning partnerships will provide the City with the highest quality, best methodology and affordable pricing that can successfully manage and perform each stage of your scanning project in the required timeframe.

To learn more about General Code, CMS, LLC, we invite you to view our website:

<http://cms.generalcode.com/>

Codification Services

At General Code we strive to craft your Code, in a way that reflects what makes your municipality unique. We work with you to create a highly-accurate and enforceable Code that clearly articulates the framework of laws that enable everyone in your community to live and work safely, productively and with mutual respect.

Need a Code?

Starting your Code from scratch? It's not as daunting an experience as you might imagine. Our team of experienced attorneys and legal editors handle much of the heavy lifting for you from background research, to the organization and legal review of documents, through publishing, delivery and adoption of your final Code. Since 1961, we are proud to have published more than 3,000 Codes for municipalities in 30 States plus Canada.

Need to Update Your Code?

Your Code is a living document that evolves with your municipality. Keeping it clear, current and enforceable is essential, but it can also present some challenges. Over the course of time, for example, you might come across laws on your books that are obsolete or that were written in a way that does not reflect current language or culture. Or maybe you've discovered that you don't have adequate resources to consistently keep your Code up to date as new legislation is adopted or current laws are amended or repealed. At General Code, we have the experts and experience to take these issues off your plate and handle them for you whether it is bringing your Code up to speed through our supplementation process or by giving it an entirely fresh start through recodification. Our goal is to give you a Code you can count on that's reliable and enforceable for you and your constituents.

Need a Legal Review of Your Code?

An Editorial and Legal Analysis by our skilled attorneys and legal editors can provide you with valuable information that can help revise and improve your Code. We work with you to ensure your Code is always enforceable while reflecting community needs, complying with State statutes and protecting revenue. For example, a review of fines and penalties may point out inconsistencies, allowing you to make corrections for more accurate and efficient enforcement of fee collection. Our comments and recommendations are presented in an easy-to-review format to help you weigh the scope and urgency of which legislation needs to be updated and what resources will be needed to make those updates happen.

Electronic Code Options (eCode 360®)

Our eCode360 platform is the gold standard for online Code access. In fact, it was the first online platform to be specifically designed to house codified laws and municipal information.

The eCode360 platform was built by our own in-house team of software engineers; experts who understand the importance and value of simplifying how local governments and their constituents access and use Code information. eCode360's intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction, generating an impressive 71,000 users a day while boasting an incredible uptime average of 99.9%.

To learn more about General Code's Codification Services, we invite you to view the following:

<http://www.generalcode.com/>



Scanning Services

General Code has worked in partnership with scanning vendors for several years. Over this time, our partnerships have allowed us to offer our customers a complete outsourced document scanning solution with the highest level of quality at wholesale prices. Through these partnerships, we have performed services related to the scanning and indexing of municipal documents and uploading into Laserfiche on tens of millions of documents for many different customers and have developed streamlined processes to ensure maximum efficiencies, coordination, and superior quality are provided to our customers.

The proven experience of General Code and its scanning partnerships will provide the City with the highest quality, best methodology and affordable pricing that can successfully manage and perform each stage of your scanning project in the required timeframe.

To learn more about General Code, CMS, LLC, we invite you to view the following:

Customer Testimonials: <http://cms.generalcode.com/>

Case Studies: <http://cms.generalcode.com/cs/>

APPENDIX A: GENERAL CODE 2019 SERVICES AND SOFTWARE PRICING


SERVICE PRICING:

General Code's services fees, which will be held for 36 months after award of the services contract, are set forth below. The number of hours/days required for various projects will obviously vary, and the scope of work for each project (determined through collaboration between the County and General Code after initial requirements analysis) will be outlined and pricing provided at that time.

- On-site work (all-inclusive pricing; no additional travel expenses), visits: \$1,950 per "person day". (e.g., one person for a day = \$1,950; 2 people for 1 day = \$3,900.)
- Off-site work done at General Code Offices: \$1,250 per "person day".
- Per hour work: \$150/hour.

LASERFICHE SOFTWARE PRICING:

General Code's charges to the County for the Laserfiche software licensing and LSAP (support and maintenance program) will be at General Code's prevailing pricing schedule for these items at such time as the County authorizes purchase of the items. General Code does not anticipate changes in these prices unless increases are established by the software developer (Compulink Laserfiche), in which case General Code shall advise the County of any applicable price increases.

					
Product Description			Code	Software Price (Each)	Basic LSAP Price (Each)
Laserfiche Rio Named Full Users (1) (2)	25	users	ENFPL25	\$872	\$174.42
	50	users	ENFPL50	\$807	\$161.82
	100	users	ENF01	\$678	\$135.66
	200	users	ENF02	\$581	\$116.28
	500	users	ENF05	\$485	\$96.90
	1,000	users	ENF10	\$388	\$77.52
	1,500	users	ENF15	\$339	\$67.83
	2,000	users	ENF20	\$291	\$58.14
	3,000	users	ENF30	\$252	\$50.39
	4,000	users	ENF40	\$223	\$44.57
	5,000	users	ENF50	\$194	\$38.76
	6,000	users	ENF60	\$184	\$36.82
	7,000	users	ENF70	\$174	\$34.88
	8,000	users	ENF80	\$165	\$32.95
	9,000	users	ENF90	\$155	\$31.01
	10,000	users	ENF100	\$145	\$29.07
	20,000	users	ENF200	\$131	\$26.16
	30,000	users	ENF300	\$116	\$23.26
	40,000	users	ENF400	\$107	\$21.32
	50,000	users	ENF500	\$97	\$19.38

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Laserfiche Rio Named Retrieval Users (3)	200	users	ENR2	\$194	\$38.76
	1,000	users	ENR10	\$97	\$19.38
	10,000	users	ENR100	\$37	\$7.75
	20,000	users	ENR200	\$33	\$6.78
	50,000	users	ENR500	\$24	\$4.85
Laserfiche Pilot Public Portal license			PPM25	\$24,225	\$4,845.00
Includes Laserfiche WebLink and 25 WebLink-only retrieval connections					
Laserfiche Public Portal license (4)			PPX	\$43,605	\$8,721.00
Includes Laserfiche WebLink and unlimited WebLink-only retrieval connections per processor					
Laserfiche Public Portal license for dual CPU machine (4)			PPX2	\$48,450	\$9,690.00
Laserfiche Public Portal license for multiprocessor machine (4)			PPMX	\$72,675	\$14,535.00
Percentage Add-Ons					
Laserfiche Records Management Edition (5)			ERM	10% add-on to all named full and retrieval users	10% add-on to all full named users
Laserfiche Oracle Server Support			EOS	10% add-on to all named full and retrieval users	10% add-on to all full named users
Laserfiche Forms - For Laserfiche Full Named Users only.	EFRM	10% add-on to all named full users			10% add-on to all full named users



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Laserfiche Forms Portal Add-on (6)			EPFRM	\$7,747	\$1,549
Allows anonymous form submission from unlicensed (public) users.					
Laserfiche Forms Authenticated Participants	<49	users	EAFRM001	\$194	\$39
	50	users	EAFRM005	\$136	\$27
	200	users	EAFRM02	\$96	\$19
	500	users	EAFRM05	\$68	\$14
	1,000	users	EAFRM10	\$54	\$11
	2,000	users	EAFRM20	\$37	\$8
	3,000	users	EAFRM30	\$31	\$6
	5,000	users	EAFRM50	\$25	\$5
Laserfiche Connector			ECNC	5% add on to all named full users	5% add on to all named full users
Desktop-Based Add-Ons					
These applications are licensed per desktop; you will need one copy of the software for each computer on which it will be installed.					
Product Description			Code	Software Price (Each)	Basic LSAP Price
Capture Tools					
Laserfiche Quick Fields			QC5	\$577	\$116.28
Laserfiche Quick Fields Basic			QC4	\$2,423	\$484.50
Quick Fields and Validation packages for Bar Code and Real-Time Lookup					
Laserfiche Quick Fields Core			QC1	\$4,845	\$969.00
Quick Fields, Quick Fields Scripting Kit					



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and Validation packages for Bar Code, Real-Time Lookup and Zone OCR				
Laserfiche Quick Fields Classify	QC2	\$7,268	\$1,453.50	
Quick Fields Core package plus Document Classification				
Laserfiche Quick Fields Context	QC3	\$9,690	\$1,938.00	
Quick Fields Core package plus Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition and Auto Stamp/Redaction/Bates Num.				
Laserfiche Quick Fields Complete (All of the above)	QCX	\$14,535	\$2,907.00	
Laserfiche Quick Fields Agent	QFA	\$9,690	\$1,938.00	
Laserfiche Auto Stamp/Redaction/Bates Num. (upgrades only)	QC6	\$485	\$96.90	
Laserfiche Document Classification (upgrades only)	QC9	\$4,845	\$969.00	
Laserfiche Import Agent	IA	\$1,454	\$290.70	
Laserfiche ScanConnect	SC01	\$160	\$31.98	
Laserfiche ScanConnect 5-pack	SC05	\$640	\$127.91	
Laserfiche ScanConnect 10-pack	SC10	\$887	\$177.33	
Digital Archiving and Publishing				
Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only)	PLUS1	\$9,690	\$1,938.00	
Laserfiche Plus for Publishing (royalty-free distribution of published media (8))	PLUS2	\$3,682	\$1,550.40	



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Server-Based Add-Ons					
These applications are installed on a server and available to some or all users client-side. You must buy one copy of the software for each server on which you wish to install it.					
Product Description			Code	Software Price (Each)	Basic LSAP Price
Agenda Manager					
Laserfiche Enterprise Agenda Manager (10 Meeting Types)			EAM	\$24,225	\$4,845.00
Laserfiche Enterprise Agenda Manager (50 Meeting Types)			EAM50	\$33,915	\$6,783.00
Integration Tools					
Laserfiche SDK			TK	\$2,423	\$726.75

Pricing Notes

NOTE: A minimum of one year LSAP must be purchased with each new system. When new users or software are added to the system, LSAP should be adjusted so that all components of the system have the same renewal date.

NOTE: Volume discounts for additional users are based on the total size of the system. Thus someone adding 200 users to a 300-user system would receive the 500-user discount on the new purchase. Users must have current LSAP to take advantage of volume

- (1) Named User pricing includes the following features:
 - Unlimited Laserfiche Servers
 - Workflow
 - Web Access (including Lf Mobile, Web Access Light and the SharePoint integration)
 - Advanced Audit Trail with Watermark feature
 - Web Administration Console *requires Server 8.3 or later
 - Digital Signatures *requires Server 8.3 or later
 - Snapshot
 - E-mail
- (2) Rio Licensing is enforced by the Rio License Manager, a tool included with each Rio system.
- (3) Named Retrieval Users have read-only access to Rio servers. Initial purchase has a minimum of 200 users.
- (4) Unlimited Public Portal includes WebLink and WebLink-only unlimited retrieval connections per processor. Public Portal licenses provide read-only access only through Laserfiche WebLink. Any physical server or virtual machine using a Unlimited Public Portal license must have a number of licenses equal to the number of processors on the Laserfiche Server.
- (5) Laserfiche Records Management Edition is DoD 5015.2 certified. For our certified system configuration, please visit <http://jtc.fhu.disa.mil/cgi/rma/reg.aspx>
- (6) Laserfiche Forms Portal Add-on requires the purchase of Laserfiche Forms and is licensed per server.
- (7) Laserfiche Forms Enterprise Portal Add-on requires the purchase of Laserfiche Forms and is licensed per Laserfiche Rio system.
- (8) Laserfiche Plus for Publishing allows royalty-free distribution of published CDs, provided they are distributed free of charge. Please see the license agreement for further details.



APPENDIX B: SAMPLE COPY OF STANDARD CONTRACT

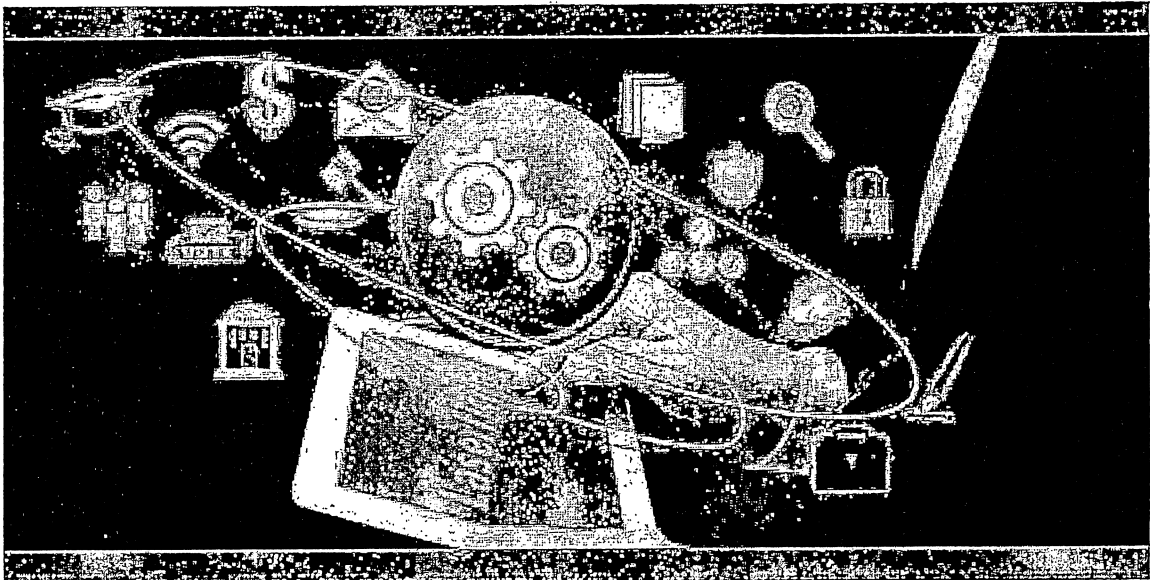
MUNICIPALITY NAME, STATE

County _____

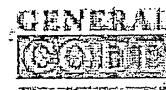
Enterprise Content Management System

Proposal Date: _____

Valid for 3 months



Liz Mistretta
Solutions Account Executive
585-705-7412
LMistretta@generalcode.com
781 Elm Grove Road
Rochester, NY 14624



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INTRODUCTION

SITUATION ANALYSIS

Insert situation analysis here.

RECOMMENDED SOLUTION

Insert recommended solution here.

ABOUT GENERAL CODE

General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes and are on the cutting edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code is a top 5 government reseller of Laserfiche in the United States, offering more than 14 years of experience, coupled with an industry-leading service, integration, training and helpdesk team.

With Laserfiche at the center of your Enterprise Content Management Solution, you get what nearly 30,000 other public and private organizations are already getting – the most powerful combination of electronic capture, storage and business process automation tools available today. We selected Laserfiche as our technology platform because of its open architecture, integration capabilities and the capacity to scale up as your demand for information sharing and access grows.

Every system designed and implemented by General Code fits your specific needs and requirements. Configuration of your Enterprise Content Management Solution to your situation reduces the time and additional resources required to “adjust” or “optimize” a one-dimensional system.

As a values-based company we adhere to the principles outlined in our “General Code.” These guides for conduct are integral to building a comprehensive content management solution – one that leverages our 50+ years of service to public organizations and governments of all sizes.

Elements of our “code”:

Digital information must be designed and implemented in ways that support the success of the entire organization.

Our content management solutions must run on a platform that we believe in.

The quality of our service and support determines the ultimate value of the solution we develop.

Our content management solutions are based on the practical—if there is a better way to do something we will design and implement it.

PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

- I. Upon completion of contract signing, the Project Manager will call you to review the Project Plan and discuss the following:
 - Designate a main contact for the project
 - Discuss the proposed schedule and set dates
 - Determine any necessary hardware purchase, installation or configuration that must take place prior to the system installation and schedule completion of that work
 - Confirm availability of required personnel, equipment and facilities
 - Address any outstanding questions, concerns or issues

- II. The Initial Design and System Implementation Phase will include the following:
 - Installation and configuration of the main server components
 - Installation and configuration of the named user licenses, including Laserfiche client software, Snapshot Plug-In and the E-mail functionality, and also includes scanner configuration and testing.
 - Complete system testing of all installed components
 - A file structure review and creation of a hierarchical tree structure designed to maximize efficient use of the document management system
 - Discussion of file-naming conventions to be used in the document management system
 - Establishment of an initial set of Templates (electronic index cards)
 - Configuration of users, groups, and user rights
 - Training for users
 - Administrator training for up to two (2) people who will be responsible for administration of the system

INVESTMENT DETAIL & OPTIONS

INSERT BASE PRICE SHEET HERE

INSERT OPTIONAL COMPONENTS HERE

Anticipated annual LSAP fees after the included 1st year for the above configuration: \$ ____.

Automated Workflow Module and Electronic Forms (software) is included with Laserfiche Rio. If/when the client wishes to implement Automated Workflow and Electronic Forms, there will be additional development, configuration and training time required. We will be happy to assess any Workflow implementation desires with you and provide any relevant fees at your request. (Fees will be based on the number and complexity of the desired workflows to be implemented.) These additional service fees would not apply until you are ready to implement this component.

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners.

1. Adjustments to Performance Schedule; Rescheduling.

Adjustments to Schedule. Upon the mutual consent of the County and General Code, the “Performance Schedule” may be changed or extended as outlined below.

Rescheduling. The County must notify General Code, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay.

Travel-related penalties incurred by General Code due to a change in the Installation / Training schedule by the County may be charged directly to the County unless the delay is a result of a state of emergency.

2. Contract Cancellation Policy.

If the County chooses to cancel this contract, it must do so in writing. The County will be billed for the following contract-related expenses incurred and services provided up to the receipt of written contract cancellation, including:

- Any and all travel-related expenses incurred by General Code,
- Any and all consultation, installation and training services performed by General Code,
- Any and all software-related expenses incurred by General Code as per the Laserfiche Software Return Policy.

3. Laserfiche Software Return Policy:

- Unopened and not activated products can be returned within 30 days from the date of purchase at no charge.*
- Unopened and not activated products returned between 31 days to 120 days from the date of purchase will incur a 15% restocking fee on the original purchase price.*
- There is no return of products over 120 days from the date of purchase.
- There is no return of products that have been opened or activated.

**Return Credit, less applicable charges, will only be given after Laserfiche receives a letter of confirmation that the software was not opened or activated.*

APPENDIX B – DESCRIPTION OF RECOMMENDED COMPONENTS

INSERT RECOMMENDED COMPONENTS HERE

APPENDIX C - INSTALLATION, TRAINING AND SUPPORT

Pre-Installation Teleconference and Technical Review

Prior to the on-site installation and training, one of General Code's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda for the on-site days.

Customized, Hands-On Training

General Code provides practical hands-on training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Our training experts will come on-site to your facility and provide thorough training for your staff with manuals customized to your specific system and needs. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

Our standard Laserfiche user training covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

Administrator Training covers the system administrative functions and typically takes place throughout the on-site sessions, as appropriate.

Support and Maintenance

With the purchase of a Laserfiche System, the customer will also have the Laserfiche Software Assurance Plan ("LSAP") – support and maintenance agreement. LSAP is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Laserfiche ECM. With LSAP, you will always be confident that you are receiving the very best performance and quality possible.

Technical Support

"Technical Support" covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades, as appropriate.

The first line of technical support is via telephone, using our toll-free number (800-836-8834) or via e-mail at lfsupport@generalcode.com. Many clients who call or e-mail General Code's Laserfiche support desk are connected immediately with a technician who is able to discuss your issue with you at that time. However, should all helpdesk technicians be engaged with other clients at that time, they will return your call/e-mail as soon as they are available. With Basic LSAP service, technical support requests not immediately addressed are guaranteed to be acknowledged within 8 business hours. However, we find that the majority of call-back times are within two hours.

When you contact us with a technical issue, General Code’s support technician will discuss the situation with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference.

All technical support issues (along with their resolution or current status) are logged into General Code’s support database, and the current status of any open work order is available to you at any time during normal business hours by calling General Code’s helpdesk and providing your Case number. This log also enables all of our support technicians to know the history of your system, providing consistency and efficiency in our services to you.

By providing remote diagnostics and remediation to our customers, we can provide you with quick resolution of your issues to keep you up and running. General Code’s helpdesk receives accolades from our clients constantly for the quality and timeliness of their assistance, as well as for their “user friendly” personalities.

Software Patches and Upgrades:

In addition to receiving technical support, customers with a current LSAP contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche document-imaging systems are continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer after a period of additional General Code in-house testing, as applicable. These patches and software upgrades are available for download at our FTP site. Customers are given the option of applying the patches themselves or having one of our Laserfiche technicians apply the patch remotely.

There is no additional cost for the installation of minor software updates or patches (typically called ‘point releases’). Major software updates (typically called ‘version releases’) may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.

LASERFICHE OFF-HOURS SYSTEMS UPGRADES:

At times it is a requirement that Laserfiche systems upgrades are done during off hours or over the weekend to minimize operational interruptions. General Code is happy to work with our customers to accommodate these requirements. With changes in the law regarding payment of overtime for non-exempt helpdesk staff that are involved in doing work after hours or over the weekend, they must be paid overtime. General Code is going to begin charging a nominal fee for the off-hours work to cover this new expense. The charge will not exceed \$500.00 for the time involved.

APPENDIX D - REFERENCES

The following references are current General Code clients who have completed similar projects. Please feel free to contact anyone on the list.

Client Name, State
Name, Title
Contact Phone Number

Client Name, State
Name, Title
Contact Phone Number

Client Name, State
Name, Title
Contact Phone Number

Client Name, State
Name, Title
Contact Phone Number



APPENDIX C: GENERAL CODE TERMS AND CONDITIONS

GENERAL CODE, CMS, LLC. CONTENT MANAGEMENT SOLUTIONS

These Terms and Conditions, together with General Code, CMS, LLC’s Proposal (the “Proposal”) constitute a legal agreement between the Client/Licensee (Client) and General Code, CMS, LLC (General Code)

1. Definitions.

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined throughout these Terms and Conditions.

- A. “Client Content” means any data, information, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.
- B. “Services” means the services provided by General Code or its vendors pursuant to this agreement.
- C. “Software” means the software product or products delivered to Client pursuant to this agreement.

2. Responsibility of General Code.

General Code shall be responsible for the performance of the services provided for in this agreement in accordance with the “Performance Schedule.” General Code shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Client. Regardless of the Client’s acceptance of completed materials when delivered, General Code shall correct errors found either by the Client or General Code. See “Warranties; Limitations” for General Code’s liability for all services.

3. Responsibility of Client.

The Client shall be responsible for the correctness and accuracy of the information it supplies to General Code, for providing General Code with timely decisions and answers to questions raised by General Code, for inclusion of sufficient funds in the budget to pay General Code for services, and for the prompt payment of invoices. Client is responsible for maintaining its user desktops and providing users network access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. General Code shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software. Client shall provide adequate industry “best practice” standards to ensure reasonable security for integration between applications at the Client site and Software. Client shall provide accurate input information in the manner reasonably prescribed by General Code in connection with the Software and Services provided under these Terms and Conditions. Client shall advise General Code of any changes to Client’s operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. The Software or Services may contain links to other Internet sites owned by third parties. Client’s use of each of those sites is subject to the conditions, if any, that each of those sites have posted. General Code has no control over those sites, and General Code and its suppliers are not responsible for any use of such sites or content on them.

4. Protection of Confidential Information.

During the time this agreement is in effect, both the Client and General Code may have access to or receive information that is of a confidential nature. This information may include data relating to client information, products, product development, designs, processes, systems, computer software, computer hardware, methods of production, costs, pricing, finances, sales or marketing plans, customers, business partners, vendors, vendor prospects, employees and municipal records and data. All such information, including any materials embodying such information, whether disclosed orally or otherwise and whether or not marked "Confidential" or "Proprietary," will be considered by officials of the Client and by General Code and General Code's employees as proprietary and confidential. Both the Client and General Code will use reasonable efforts to protect the confidentiality of the other's Confidential Information but in no case less than the same efforts as it uses to protect its own confidential information, and will not use any Confidential Information of the other for any purpose other than fulfilling its obligations under this agreement.

5. Adjustments to Performance Schedule; Delays.

- A. Adjustments to Schedule. Upon the mutual consent of the Client and General Code, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Delays. Client must notify General Code, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay. General Code may require a payment of 50% of the balance due under the contract for any delay on Client's part.
- C. Unauthorized Delays. In the event of any unauthorized delay on the part of the Client, General Code may impose delay charges upon providing notice thereof to the Client. An "unauthorized delay" shall mean any delay not authorized by both General Code and the Client.

6. Variations from Standard Methods or Procedures.

Variations from General Code's standard methods and procedures must be requested by the Client, in writing, specifying the exact nature of the desired variations. General Code will accommodate such variations wherever possible, with any additional charges for such variations, as determined by General Code and approved by the Client, to be paid by the Client.

7. Additional Products and Services.

As part of this Agreement, the Client may choose to purchase additional products or services offered by General Code, including but not limited to codification services, consulting, document management software, agenda management software, building, planning and zoning software, scanning services and electronic forms. Purchase of additional services may be subject to "Changes" below, or may require a new Agreement, dependent upon the type of product or service purchased.

8. Payment Terms.

- A. All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal. However, the Client may choose to pay in advance of Payment Schedule for products and services provided in this agreement, if so desired. In such a case, General Code shall hold the funds on account and draw from them in accordance with the Payment Schedule until the Contract is completed, or for up to 12 months, whichever is later. If any funds remain on account after 12 months, or end of Contract, General Code will contact the Client regarding disposition of said funds.

- B. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Client shall not discount nor withhold any portion of the amount for any reason. General Code reserves the right to issue progress billings for services that span several months.
- C. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. For Laserfiche® licensees, should late payment cause the Laserfiche Software Assurance Program (LSAP) to lapse, General Code reserves the right to charge, in addition to the original LSAP fee, a reinstatement fee that is equal to 10% of the annual LSAP fee times the number of months the payment was in arrears.

9. Software.

- A. Any Software being delivered pursuant to this agreement is being licensed to the Client pursuant to the applicable license agreement or agreements between the respective publishers of the software and the Client, attached hereto and made part hereof. The Client agrees that all terms, conditions and limitations set forth in such license agreement(s) shall apply to this agreement as it relates to the Software.
- B. If as part of this agreement, the Client purchases the Laserfiche SDK, the SDK Confidentiality and Software License Agreement will need to be fully executed by the Client and Compulink Management Center, Inc., before the Integrator Toolkit can be provided to the Client. If it cannot be fully executed, the SDK shall be severable from the project as set forth in this proposal without affecting the validity of the remainder of the agreement.
- C. If this agreement relates to hosted Services, General Code will make the Software available for Client's use during the term of this agreement on Client's computer systems that meet the General Code System Recommendations for the Software, as specified in General Code's proposal. General Code will provide Client with access to the latest General Code supported version of the Software via the Internet from a third-party hosting vendor.
- D. Any General Code Software delivered to Client pursuant to this Agreement and any Software to be developed by General Code pursuant to this Agreement remains the property of General Code. General Code hereby grants Client a non-exclusive, non-transferable, non-sublicensable, non-assignable, royalty-free right and license to use the Software solely as an integrated part of the solutions provided by General Code pursuant to this Agreement. The Software is copyrighted and proprietary in nature, and is being licensed, not sold to Client. Client shall respect such proprietary rights and shall not use the Software except as permitted by this Agreement and shall not decompile, disassemble or reverse engineer the Software, and shall not reproduce, print, sublicense, duplicate, sell, distribute, rent, or disclose or otherwise make the Software available to any third party, in whole or in part, in whatever form. Client shall hold the Software in confidence, using the same precautions and degree of care it uses to protect its own confidential information, but in no case less than due care. Client agrees that it shall not assign or transfer the Software or any right or license granted herein with respect to the Software. General Code shall have the right to terminate all rights and licenses granted to Client with respect to the Software immediately upon notice to Client if Client breaches this Section. In the event of such termination, all rights of Client with respect to the Software shall terminate and automatically revert to General Code and Client shall forthwith discontinue all use of the Software, delete the Software from Client's computers, and return to General Code all copies of the Software and all related materials in Client's possession or control. **ALL SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GENERAL CODE HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. GENERAL CODE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE BY CLIENT, OF LACK OF VIRUSES, OF ACCURACY OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT.**

10. Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and General Code shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

11. Document Scanning Services.

If applicable, the following provisions shall apply to document scanning services to be provided by General Code or its designated subcontractor:

- A. The Client shall be responsible for ensuring that each records storage box slated for conversion is marked with the main category describing its contents and that each file within each box is labeled with a description of its contents.
- B. General Code or its designated subcontractor shall use reasonable care in the handling of your documents.
- C. Upon return of the documents, the Client shall promptly inspect the documents to determine whether all documents have been returned. Unless the Client informs General Code of a discrepancy within 10 days, all claims with respect to completeness or condition of the documents shall be waived.

12. Delivery of Completed Materials.

General Code will deliver completed materials via USPS, UPS, motor freight, airfreight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by General Code and added to the invoice/voucher for services to be paid by the Client.

13. Support.

- a. If this agreement includes support, General Code will provide online, telephone and e-mail support to Client as follows: General Code Product Support is available 9:00 a.m. to 5:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays. Support is not available after 3 p.m. U.S. Eastern Time the day before Thanksgiving, Christmas Eve, and New Year's Eve.
- b. If this agreement includes support, General Code will remotely install minor releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available at no charge during the term of this agreement. Major releases and upgrades of the Software will be available at no charge for the software, but additional service charges may apply.

14. Intellectual Property Rights.

All Software and Services are proprietary products and services and that all right, title and interest in and to the Software and Services, including all associated intellectual property rights, are and shall at all times remain with General Code and its third-party vendors. The Software contains trade secret and proprietary information owned by General Code or its third-party vendors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software, electronically or otherwise, for any purpose. Client hereby grants to General Code a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions.

15. Other Restrictions.

Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity), or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Software and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Software. Client will not use the Software or Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii)



RECOMMENDED SOLUTION – LASERFICHE RIO

Laserfiche Rio combines comprehensive Enterprise Content Management (ECM) functionality with powerful business process management (BPM), security and auditing tools. Laserfiche Rio provides a solid ECM infrastructure that:

- Manages your content.
- Grants the IT Department central control over standards, security and auditing.
- Gives individual departments flexibility to customize their filing structures, views and workflows

Laserfiche Rio integrates with your existing IT portfolio supporting intelligent decision making enterprise-wide.

With a fundamental design structure engineered to meet the needs of the IT Department, Laserfiche Rio is designed to be easy to purchase, easy to deploy, easy to support and easy to extend.

The Laserfiche Rio system includes:

- A **licensing server** to produce system licenses as you determine system topology based on your specific needs.
- Unlimited **Laserfiche content servers** that provide document imaging, document management and records management functionality as part of the core architecture – not through separate modules that are stacked together.
- A fully functional, **true thin-client interface** that does not require any software to be installed, maintained or updated at the workstation level.
- The **Laserfiche Workflow system**, capable of automating business processes in high volume transactional environments, as well as customizing the way the system reacts to user input.
- A built-in **auditing solution** for security and compliance.
- **Production-level document capture and processing**, including a variety of image enhancements, data extraction and processing tools to automate document identification, indexing, classification and filing.
- Fully customizable, optional read-only **Web portals**.

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Laserfiche Rio was developed specifically to meet the needs of organizations that view ECM technology as a foundational component of their technical infrastructure.

With bundled functionality, unlimited content servers and its own licensing server, Laserfiche Rio provides with unmatched deployment flexibility:

- **Scale easily to full enterprise deployment.** Named user licenses with volume discounts simplify the procurement process, eliminating long requisitions and making budgeting for an enterprise deployment must easier.
- **Integrate with your existing IT portfolio.** As an open platform, Laserfiche Rio facilitates and encourages integration with line-of-business and legacy applications to solve transactional document problems and provide a rapid ROI.
- **Extend local flexibility.** No ECM system will offer centralized control over content if it isn't used. Laserfiche Rio is designed to provide centralization and standardization without compromising the flexibility and customization of information delivery required for defined business applications.
- **Configure, don't customize.** Configuration of Laserfiche Rio's standardized solutions leverage existing administration platforms—including Microsoft skill sets—and offer a lower total cost of ownership.
- **Maintain control over your ECM environment.** Support for virtualization, mirroring, test, development and other environments without the need to purchase additional software licenses puts you in complete control of system topology, high availability and recovery.
- **Grow with your organization.** Because needs change, Laserfiche Rio maintains flexibility to change system attributes even after release to production. Changes are made with the same intuitive tools used for initial configuration.

are defamatory, trade libelous, threatening, harassing, or obscene; or (iv) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment and will comply with the usage policies of General Code's suppliers.

16. Indemnification.

A. Client hereby agrees to indemnify, defend and hold General Code harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorneys' fees) incurred by General Code in connection with any claim arising out of or relating to:

1. Client's use of the Software or Services;
2. Any use or alleged use of Client's accounts or passwords by any person, whether or not authorized by Client;
3. The content, the quality, or the performance of Client Content;
4. Client's connection to the Services;
5. Client's violation of this agreement; or
6. Client's violation of the rights of any other person or entity.

17. Term and Termination.

- A. Unless otherwise specific in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, and will then be automatically extended for additional successive one-year periods unless either party notifies the other in writing not less than 90 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at General Code's then-current price.
- B. If this agreement relates to Hosted eForms, this Section 17B will apply instead of Section 17A. In such event, unless otherwise provided in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one month, commencing on the date hereof, and will then be automatically extended for additional successive one-month periods unless either party notifies the other in writing not less than 30 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at General Code's then-current price.
- C. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- D. Upon termination, all work prepared by General Code shall, at the option of the Client, become its property, and General Code shall be entitled to receive just and equitable compensation for all services performed.
- E. Section 4, 9, 10 and 14 through 31 shall survive any expiration or termination of this agreement.

18. Warranties; Limitations.

- A. General Code warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. General Code's liability and the *Client's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to* reperformance, at General Code's cost, of such service or deliverable. General Code's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Client or (ii) work or services performed by others.

- B. GENERAL CODE DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. GENERAL CODE'S WARRANTY OBLIGATIONS AND THE CLIENT'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.**
- C. The limitations and protections against liability afforded General Code herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of General Code for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to General Code pursuant to this agreement. General Code shall not be liable to the Client or any other person or entity for lost profits, lost data, indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Client or others against General Code with respect to services unless such action or proceeding is commenced within one year after completion by General Code of the particular services to which such action or proceeding relates.

19. Responsibility of Client's Counsel.

In conjunction with the services rendered by General Code and the work of the Client and General Code, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Client and General Code to the Client's counsel. At the request of the Client or its counsel, General Code shall make available to the Client's counsel information in its possession relating to legal issues or opinions obtained during its work with other clients, as well as sample copies of legislation as requested by the Client.

20. Client Primary Contact.

Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom General Code should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to General Code and to the Client, restoration of data, and other configuration changes.

21. System Monitoring.

General Code will not systematically monitor Client Content, but General Code reserves the right to review Client Content from time to time at its discretion. General Code reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by General Code. General Code also reserves the right to monitor, the use of the Software if Client is using excessive computing resources which are impacting the performance of the Software for other subscribers.

22. Changes.

The Client may at any time request changes in the scope of this agreement. Moreover, General Code may suggest changes. Where changes are agreed to by the parties, General Code shall issue a Change Order for the Client's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. General Code shall not be required to implement any change until the Client has signed and returned the Change Order.

23. Notices.

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

24. Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

25. Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association that would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

26. No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

27. Severability of Provisions.

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

28. Entire Agreement.

This agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.



29. Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

30. Governing Law; Jurisdiction.

This agreement is governed by the laws of New York, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts sitting in Monroe County, State of New York with respect to any disputes arising out of this agreement. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.

31. Counterparts; Signatures.

This Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Signatures delivered by facsimile or by electronic mail shall be deemed original signatures for all purposes of this Agreement.



A Member of the ICC Family of Companies

November 1, 2019

Page 1 of 1

Contract # _____

**Content Management Project Pricing
for
Oneida County, NY**

Laserfiche Software Licenses and Services

Line	Item Description	Model	Quantity	Unit Price	Total
Base Software					
Base Software Subtotal					\$0.00
Support					
Support Subtotal					\$0.00
Professional Services					
Professional Services Subtotal					\$0.00
Grand Total					\$0.00

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation (and/or configuration) of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners. Training is not included.

LSAP: 2nd year forward for this component is estimated to be: \$ _____ *
*subject to change based upon the then-current support prices for that year

Timeline: This service will be provided within 90 days from receipt of the signed Change Order.

Payment Terms: 100% on delivery of software and/or services.

Price Validity: Price is valid for 30 days from _____.

General Code Representative: Liz Mistretta
585-705-7412; LMistretta@generalcode.com

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

EXCEPT ASSET FORTH IN THE CONTRACT, The County shall have no ~~liability~~ ^{FURTHER} 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 BOARD OF LEGISLATORS
COMMITTEE MEETING MAY 25, 2023**

REVISED 06-02-23

**COMMITTEE MEETINGS
THURSDAY, JUNE 8, 2023
10TH FLOOR LEGISLATIVE CHAMBERS**

**PARKING IS AVAILABLE FOR YOU IN THE VISITOR'S
PARKING LOT ON COMMITTEE NIGHT AND BOARD DAY**

4:45	ECONOMIC DEVELOPMENT	DOCKET:	169	VanWagoner, Cortese-Kolasz
			170	Genovese
4:50	GOVERNMENT OPERATIONS	DOCKET:	171	Cortese-Kolasz
4:55	HEALTH & HUMAN SERVICES	DOCKET:	181	Fahy-Box
			182	Fahy-Box
			183	Fahy-Box
			184	Fahy-Box
			185	Fahy-Box
			186	Fahy-Box
			187	Gilmore
			188	Thompson
5:00	PUBLIC SAFETY	DOCKET:	175	Maciol
			176	Maciol
			177	Maciol
			178	Maciol
			179	Maciol
			180	Bolton

5:05	PUBLIC WORKS	DOCKET:	172	Revere
			173	DiGennaro
			174	DiGennaro
			189	DiGenarro
5:10	Government Operations	DOCKET:	190	Finegan
			191	Finegan
			192	Finegan

WAYS & MEANS, WEDNESDAY, JUNE 14, 2023 AT 12:00 P.M

Dockets to be considered are available for review on the County's website at www.ocgov.net under Board of Legislators/2023 Board Communications & Enacted Legislation. Additional dockets may be added to meeting agendas after this notice is published.

NOTE: Rule No. 52 of the County Legislature provides that the County Executive and all Department Heads shall be available on all days when the Board of Legislators is in session for appearance before the Board or the Committees of the Board. When for reasons beyond their control Department Heads are not available, a qualified person from the department must be available to furnish information required.



ANTHONY R. CARVELLI
COMMISSIONER



**ONEIDA COUNTY
DEPARTMENT OF FINANCE**

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

June 7, 2023

FN 20 23-220

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

GOVERNMENT OPERATIONS

WAYS & MEANS

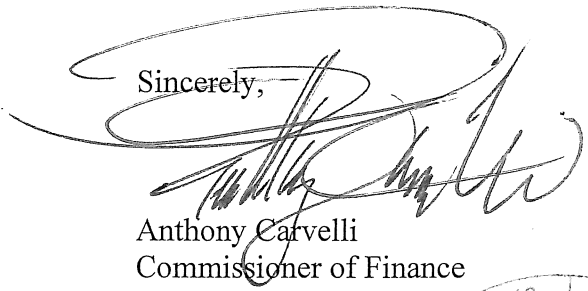
Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

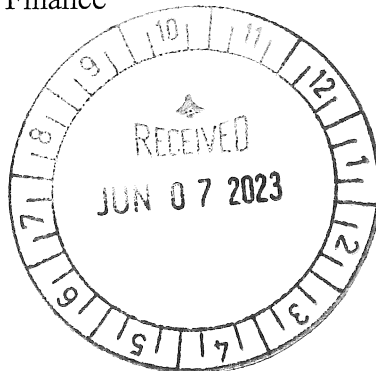
We would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration on July 12th.

<u>NUMBER</u>		<u>AMOUNT</u>
5	REFUNDS	\$ 1,238.47
10	CORRECTIONS	\$ 2,249.08

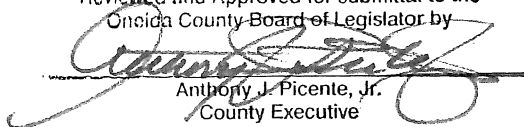
Sincerely,


Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure



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


Anthony J. Picente, Jr.
County Executive

Date 6-7-23

ERREOREOUS ASSESSMENTS										
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"	
Sherrill	2023	Jarecki, Joseph & Donna	306005 332.007-1-10 KB			\$ 1,114.26	\$ 16.02	\$ 1,098.24	\$0.00	
Vienna	2023	Szemko Living Trust	306489 236.011-2-4 OT			\$ 1,239.90	\$ 681.66	\$ 558.24	\$0.00	
Westmoreland	2023	Lukas, Bernard	306800 273.000-2-15.2 OE			\$ 1,147.97	\$ 39.67	\$ 1,108.30	\$0.00	
Westmoreland	2023	Hall, Catherine	306800 274.000-1-74 PQ			\$ 1,293.25	\$ 39.67	\$ 1,253.58	\$0.00	
Westmoreland	2023	Martinez, Augustin & Michele	306800 301.000-2-21.5 LX			\$ 1,775.61	\$ 461.45	\$ 1,314.16	\$0.00	
Utica	2023	Gaetano, Charles	301600 329.012-2-37.4 TZ	\$ 371.50	\$ 370.16			\$ 1.34	\$0.00	
Deerfield	2023	Ritzel, Diane & Bernard	303200 250.000-1-26 KJ	\$ 844.34	\$ 73.03			\$ 771.31	\$0.00	
Lee	2023	Matthews, Michael & Roslyn	304200 186.000-3-53.3 QW	\$ 145.17	\$ (1,347.08)	**		\$ 1,492.25	\$0.00	
Lee	2023	Matthews, Michael & Roslyn	304200 186.000-3-54.2 QT	\$ 1,683.85	\$ 1,561.39			\$ 122.46	\$0.00	
New Hartford	2022	Upper Mohawk Valley Regional Wa	304889 329.018-7-29 BM	\$ 56.18	\$ 56.18			\$ -	\$0.00	
New Hartford	2021	Upper Mohawk Valley Regional Wa	304889 329.018-7-29 BM	\$ 83.31	\$ 83.31			\$ -	\$0.00	
New Hartford	2020	Upper Mohawk Valley Regional Wa	304889 329.018-7-29 BM	\$ 83.33	\$ 83.33			\$ -	\$0.00	
New Hartford	2021	MVVA	304889 339.000-2-21.24 TT	\$ 303.77	\$ 303.77			\$ -	\$0.00	
New Hartford	2022	MVVA	304889 339.000-2-21.24 TT	\$ 56.18	\$ 56.18			\$ -	\$0.00	
Westmoreland	2023	Camelot Partners, LLC	306800 274.000-1-21.3/65 XH	\$ 1,008.81	\$ 1,008.81			\$ -	\$0.00	
					\$ 2,249.08		\$ 1,238.47			
						**Assessment increased				



**ONEIDA COUNTY
DEPARTMENT OF PLANNING**

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

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

June 16, 2023

FN 20 23-221

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

**ECONOMIC DEVELOPMENT
& TOURISM**

Re: Grant Agreement for Fiber Optic Broadband Internet **WAYS & MEANS**

Dear County Executive Picente:

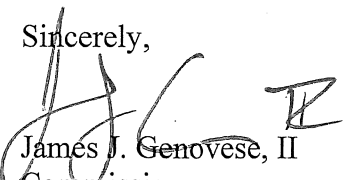
This letter requests that the Oneida County Board of Legislators pass a Resolution authorizing a grant agreement with Adirondack Techs, LLC for the build-out of fiber optic broadband internet service in nine areas of the County; the towns of Vienna, Augusta, Forestport, Ava, Boonville and Remsen. The agreement will be for an amount not to exceed \$1,901,876.00. The term of the agreement will be for five years. Construction is anticipated to be complete within a year, after which the company will be required to provide customer service, invoicing, and other services to its new customers.

The County received a federal grant to provide broadband internet service in unserved areas. There is currently \$2 million in funding available. We hope to augment this funding with support from localities. In January 2023, the Department of Planning issued a request for proposals asking internet service providers to examine a County-prepared map of 39 areas of the County and to make proposals for providing fiber broadband to some or all of the areas. The Department received responses from five internet service providers and ranked them. A selection committee was formed and identified two winning proponents, Adirondack Techs, LLC—to build out the nine areas described above for a price not to exceed \$1,901,876—and Spectrum, to complete the tenth area for a price not to exceed \$49,091.

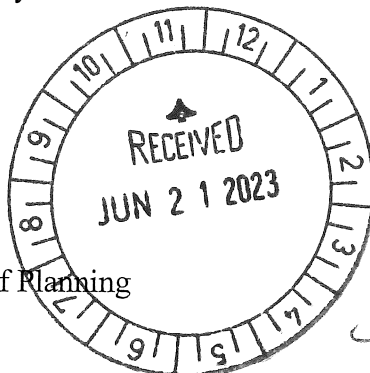
The Board of Acquisition and Contract has approved this agreement with Adirondack Techs, LLC. If the foregoing meets with your approval, I ask that you please forward the same to the Board of Legislators for consideration at its next meeting.

Please feel free to call me if any additional information is required. Thank you for your continued support.

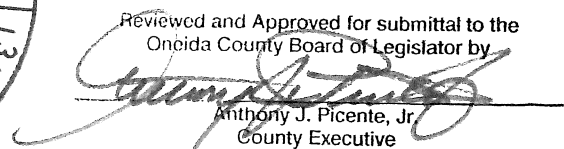
Sincerely,


James J. Genovese, II
Commissioner

Oneida County Department of Planning



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


Anthony J. Picente, Jr.
County Executive

Date 6-21-23



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 15, 2023

FN 20 23-221

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

**ECONOMIC DEVELOPMENT
& TOURISM**

Honorable Members:

WAYS & MEANS

I am forwarding the proposed 2023-2024 operating Budget for the Mohawk Valley Community College (MVCC), which was approved by their Board of Trustees at the May 15, 2023, meeting. This proposed budget has gross expenditures of \$53,966,295, a \$1,212,257 increase of approximately 2.3% in comparison with the 2022-2023 budget year.

This budget calls for a local sponsor share of \$8,823,634, which is an increase of \$256,999 or 3% over the 2022-2023 share. The budget also calls for an additional \$171,333 or 39% increase in additional funding for participating in Achieving the Dream Network, replacing equipment and funding the dual-credit scholarships.

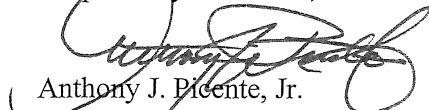
MVCC also proposes to increase tuition by 6%, which should increase the tuition revenue by approximately \$2,133,449. They are also anticipating a decline in students of approximately 5% although enrollment numbers were up for the fall and spring semesters of the 2022 – 2023 school year. Enrollment numbers are down throughout the SUNY system. The New York State budget passed increasing New York State aid by approximately \$163 million. MVCC has conservatively budgeted state aid at the same level of the previous year of \$12,635,061. Fortunately, Chargebacks and Out of State Tuition are expected to increase by \$465,440.

The proposed budget calls for using approximately \$1.25 million of its current fund balance. This is a decrease of \$5,570,031 from the previous budget, and will keep MVCC's fund balance within the recommended threshold of 5% of the appropriations as stated in MVCC and SUNY policy.

I fully support continuing our local share along with the additional funding for the various causes. Supporting this budget will serve to demonstrate our continuing commitment to maintaining Mohawk Valley Community College as an affordable institution of quality education in Oneida County.

I believe that this is a sound and responsible budget. I urge your early consideration for approval and respectfully request your full board act on this legislation at your July 12, 2023 meeting.

Respectfully submitted,


Anthony J. Picente, Jr.
Oneida County Executive



AJP:tbk
Attach.



1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Office of the President
Tel 315-792-5333
Fax 315-792-5678

May 30, 2023

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

Dear Honorable Picente:

I am pleased to submit the Mohawk Valley Community College (MVCC) 2023-24 Budget Request approved by our Board of Trustees at the May 15, 2023 meeting. The budget includes a six-percent increase in tuition that we believe will likely still have MVCC in the lower one-third among community college tuition rates. The budget also includes a three percent (\$256,999) increase in sponsor maintenance of effort from Oneida County, moving the total base sponsor contribution to \$8,823,634. Additionally, the budget includes \$462,674 (+\$171,332.7) for continued funding for sustaining student success initiatives and continued participation in the Achieving the Dream Network, as well as a specific separate request for \$100,000 to continue the investment by the County to allow the College to replace outdated equipment. In addition, \$50,000 is requested to provide continued funding for dual-credit scholarships to help maintain these offerings at no-cost to students for FY24.

Per the annual process, we are in the process of scheduling a meeting of the Economic Development Committee of the Board of Legislators in June. We are proud to have the support of Oneida County that helps us serve the needs of our community in efficient ways. MVCC ranks 30 out of 30 SUNY community colleges and is proud to have the lowest cost per student despite having such an extensive array of range of technical programs for workforce development.

Overall, the proposed \$53,966,295 budget represents an increase of \$1,212,257 (+2.3%) after an extremely intense budget development process. We have appropriately allocated and expensed all Federal stimulus dollars by the June 30, 2023 deadline and worked through the details of resolving an 8.5% projected gap in expenses over revenue. After roughly a year of bi-weekly Cabinet meetings and monthly meetings with the Board of Trustees' Finance and Audit Committee to review the budget, we brought the FY24 budget into balance by eliminating nearly ten percent of all full-time positions, including the elimination of 38 positions – 35 full-time vacancies and 3 layoffs of existing personnel. It's never easy, and this year was the toughest in my sixteen years at the college.

Despite the challenges, I have warranted hope for the future. We have successfully and responsibly expended the Federal stimulus dollars, absorbed nearly a decade of enrollment decline, implemented hundreds of recommendations to reorganize the college and transform the student experience, and identified exciting new delivery models to reach under-served student populations, and initiated several new partnerships with the possibility of more sustainable revenue streams.

Enrollment Overview

- Enrollment for this current year increased roughly 1% in the fall and nearly 7% in the spring from last year. However, given that our fund balance is projected to be at the minimum 5% for next year, we budgeted a conservative 5% decline for FY24, as the extent to which Federal stimulus dollars given to students inflated enrollment numbers this year remains to be seen.
- Our enrollment analysis shows that we’re holding steady around 25% of the high school graduates in Oneida County, but the area high school graduating classes continue to decline.
- We continue to pursue industry partnership in advanced manufacturing and healthcare that will complement our ever-expanding partnerships with regional BOCES, and the County’s investment of stimulus dollars to launch our FastTrack programming holds tremendous potential based on early results.
- And our County-supported student success initiatives through the Guided Pathways framework continues to yield powerful student success outcomes.

Revenue Assumptions

With the funding floor approved in the State budget, we anticipate receiving the exact same amount in state aid next year as we did this year (despite the historic \$163M investment in public higher education). With an anticipated enrollment decline of 5% and the Board’s support to increase tuition 6%, overall tuition revenue is projected to increase \$2,133,449. We plan to allocate roughly \$1.25 million in fund balance that leaves a projected fund balance just above the minimum 5% threshold as stated in MVCC and SUNY policy.

Expenditures

This proposed budget includes filling multiple vacancies while also eliminating 35 full-time vacant positions and three layoffs. No new positions are proposed beyond redesigning a few existing vacancies and filling some positions related to new grants. Year-to-year budget variations of some of the major expenditures include:

- Salaries & Wages: decrease -\$145,497
- Contractual/Operating: increase +\$1,744,828
- Fringe increase (\$377,074)

Thank you in advance for your timely consideration and support of this request. I hope that you will find our plan and associated budget request compelling and worthy of your support to then forward it to the Oneida County Board of Legislators for approval.

Sincerely,



Randall J. VanWagoner, Ph.D.
President

cc: MVCC Board of Trustees
Tom Keeler, Budget Director
Mikale Billard, Clerk of the Board

MOHAWK VALLEY COMMUNITY COLLEGE

2023-2024 OPERATING BUDGET REQUEST

Board of Trustees Meeting

May 22, 2023

**Mohawk Valley Community College
2023-2024 Budget Request**

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**Mohawk Valley Community College
2022 - 2023 to 2023 - 2024
Budget Request**

Full Time Tuition: \$ 5,162
 Part Time Tuition: \$ 215
 Chargeback Rate: \$ 3,540
 State Aid: \$ 2,997

	Adopted 22-23 Budget	Percent of Net Budget	(1)	2023-24 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
Estimated Revenues:							
Tuition	\$ 14,440,792	31.34%		\$ 16,574,241	\$ 2,133,449 (3)	14.77%	37.94%
State Aid	\$ 12,635,060	27.42%		\$ 12,635,060	\$ -	0.00%	28.92%
Chargebacks	\$ 3,234,560			\$ 3,700,000	\$ 465,440	14.39%	
Out-of-State	\$ 389,000			\$ 715,447	\$ 326,447	83.92%	
Fed Aid/Offsets	\$ 4,865,961			\$ 8,027,913	\$ 3,161,951	64.98%	
Fund Balance	\$ 6,810,031			\$ 1,240,000	\$ (5,570,031)	-81.79%	
Sponsor Appropriation	\$ 8,566,635	41.24% (2)		\$ 8,823,634	\$ 256,999	3.00%	33.14%
Subtotal:	\$ 50,942,038	100.0%		\$ 51,716,294	\$ 774,255	1.52%	100.0%
Grants & Non Credit:							
Grants & Non Credit:	\$ 450,000			\$ -	\$ (450,000)	-100.00%	
Non-Credit Offsets	\$ 1,362,000			\$ 2,250,000	\$ 888,000	65.20%	
Subtotal:	\$ 1,812,000			\$ 2,250,000	\$ 438,000	24.17%	
Grand Total Revenue:	\$ 52,754,038			\$ 53,966,294	\$ 1,212,255	2.30%	

**Mohawk Valley Community College
2022 - 2023 to 2023 - 2024
Budget Request**

	<u>Adopted 22-23 Budget</u>	<u>Percent of Net Budget</u>	<u>2023-24 Request</u>	<u>Increase (Decrease)</u>	<u>Percent Change</u>	<u>Percent of Net Budget</u>
<u>Appropriations:</u>						
General Operating:						
Personal Services	\$ 29,302,420	55.55%	\$ 29,156,923	\$ (145,497)	-0.50%	54.03%
Equipment	\$ 66,500	0.13%	\$ 56,500	\$ (10,000)	-15.04%	0.10%
Contractual	\$ 10,165,030	19.27%	\$ 11,909,858	\$ 1,744,828	17.17%	22.07%
Employee Benefits	\$ 13,220,088	25.06%	\$ 12,843,014	\$ (377,074)	-2.85%	23.80%
Subtotal	\$ 52,754,038	100.00%	\$ 53,966,295	\$ 1,212,257	2.30%	100.00%
Grants & Non Credit:						
Personal Services	\$ 313,500	69.67%	\$ -	\$ (313,500)	-100.00%	#DIV/0!
Equipment	\$ 60,000	13.33%	\$ -	\$ (60,000)	-100.00%	#DIV/0!
Contractual	\$ 21,500	4.78%	\$ -	\$ (21,500)	-100.00%	#DIV/0!
Employee Benefits	\$ 55,000	12.22%	\$ -	\$ (55,000)	-100.00%	#DIV/0!
Subtotal	\$ 450,000	100.00%	\$ -	\$ (395,000)	-87.78%	#DIV/0!
Grand Total Expenses:	\$ 53,204,038		\$ 53,966,295	\$ 817,257	1.54%	

Footnotes:

- (1) Net Operating Budget = Total budget - (Offset + "Cost not Allowable for State Aid").
(2) Local Share = Sponsor + Fund Balance + Chargebacks + Out-of-State
(3) Full-time Tuition increase of \$218, or 4.7% higher than current year.

Mohawk Valley Community College
2022 - 2023 to 2023 - 2024
Budget Request

**Mohawk Valley Community College
State Aid Calculations
2023-24**

			Actual
Fundable FTEs:	2020-21		4,025.1
Fundable FTEs:	2021-22		3,686.8
Fundable FTEs:	2022-23		3,801.2 est.
Weighting Factors x Actual Funded FTEs			
2020-21	20%	4,025.1	805.0
2021-22	30%	3,686.8	1,106.0
2022-23	50%	3,801.2	1,900.6
Weighted Average			3,811.7
Funded FTEs = Greater Weighted Average or Prior Year's Actual			3,811.7
Base State Aid	\$ 2,997		\$ 11,423,665
Adjustment to Base Aid (rounding)			\$ -
Rental			\$ 44,818
Funding High Needs Programs			\$ -
Supplemental State Aid			\$ -
Total Calculated State Aid			\$ 11,468,483
2022-23 Budgeted State Aid	\$ 12,635,061		
Total 100% Floor State Aid			\$ 12,635,061
2023-24 Budgeted State Aid-Greater of Floor or Calculated			<u>\$ 12,635,061</u>

**Mohawk Valley Community College
Tuition Computation Calculations
2023-24**

	<u>Head Count</u>	<u>Credit Hrs.</u>	<u>Rate</u>	<u>Tuition</u>
<u>Full Time</u>			\$ 5,162	
Fall 2023	2,077.7	30,765.8		
Spr. 2024	1,794.6	26,393.9		
Average	1,936.2			\$ 9,994,406
<u>Part Time - Regular</u>			\$ 215	
Fall 2023	998.1	6,488.9		\$ 1,395,114
Spr. 2024	1,376.1	8,616.6		\$ 1,852,569
<u>Intersession</u>	45.0	123.0		\$ 26,445
<u>Part Time - High School Program</u>				
Fall 2023	2,535.0	12,736.0		\$ 912,747
Spr. 2024	3,820.0	24,148.0		\$ 1,730,607
<u>Summer 2024</u>	496.9	3,779.7		\$ 812,636
Total Part Time		55,892.0		\$ 6,730,116
Tuition Adjustment (writeoffs)				\$ (150,000)
Rounding				\$ (281)
Total Tuition				\$ 16,574,242
Total Credit Hours		113,051.7		
Total Full Time Equivalent (FTEs)		3,768.4		

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID

Budget Request

2023-24

	Budget 2020-21	Budget 2022-23	Budget 2023-2024
Offset to Expense			
Gymnasium	\$ 25,000	\$ 15,000	\$ 10,000
Transcript Fees	\$ 37,000	\$ 30,000	\$ 25,000
Protested Check Fee	\$ 225	\$ 300	\$ 300
Credit by Exam/Life Experience	\$ 9,000	\$ 8,000	\$ 8,000
Late Fees	\$ 116	\$ 50	\$ 50
Air Frame & PowerPlant Fee	\$ 190,000	\$ 225,000	\$ 200,000
Welding Fee	\$ 12,000	\$ 12,000	\$ 10,000
Art Studio Lab Fee	\$ 16,000	\$ 15,000	\$ 15,000
Technology Fee	\$ 1,665,459	\$ 1,438,342	\$ 1,536,031
Student Support Fee	\$ 255,209	\$ 226,654	\$ 359,586
Student Accident & Health Service Fee	\$ 155,000	\$ 108,025	\$ -
Nursing Lab Fee	\$ 23,000	\$ 204,000	\$ 205,000
Science Lab Fees	\$ 70,000	\$ 65,000	\$ 50,000
Interest Earnings	\$ 50,000	\$ 40,000	\$ 60,000
Sale of Equipment	\$ 16,000	\$ 20,000	\$ 20,000
Refund of Prior Year Expense	\$ 336,258	\$ 300,000	\$ 300,000
Other Miscellaneous	\$ 1,158,674	\$ 236,896	\$ 300,000
Parking Fines	\$ 1,300	\$ 200	\$ 250
Dorm Utility Charges	\$ 119,766	\$ 110,000	\$ 140,000
Dorm Security & Maintenance Charges	\$ 202,746	\$ 175,000	\$ 175,000
Rental of Facilities	\$ 130,000	\$ 75,000	\$ 90,000
ASC Contribution	\$ 220,000	\$ -	\$ -
MVCC Foundation Contribution	\$ 417,000	\$ -	\$ -
Total Other Offsets	\$ 5,109,753	\$ 3,304,467	\$ 3,504,217
FEDERAL AID			
COVID Funding (CARES, Other)	\$ -	\$ -	\$ -
VA Reporting Fees	\$ 2,865	\$ 2,500	\$ 1,600
Fed. Funds Admin. Allowance	\$ 30,000	\$ 25,000	\$ 25,000
Federal Work Study	\$ 155,831	\$ 164,234	\$ 122,000
Total Federal Aid	\$ 188,696	\$ 191,734	\$ 148,600
Total Offsets/Federal Aid:	\$5,298,449	\$3,496,201	\$3,652,817

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID

Budget Request

2023-24

	Budget 2020-21	Budget 2022-23	Budget 2023-2024
Balance Forward (previous page):	\$5,298,449	\$3,496,201	\$3,652,817
Grants and Non-Credit			
Grants	\$ 450,000	\$ 450,000	\$ -
Contract Course Fees	\$ 300,000	\$ 188,000	\$ 188,000
Self Sustaining Non Credit Offerings	\$ 1,147,000	\$ 1,174,000	\$ 1,850,000
Total Grants & Non-Credit	\$1,897,000	\$1,812,000	\$2,038,000
Grand Total:	\$7,195,449	\$5,308,201	\$5,690,817

DEPARTMENT	Personnel 2022-23		Personnel 2023-24		Contractual 2022-23		Contractual 2023-24		Equipment 2022-23		Equipment 2023-24		Total 2022-23		Total 2023-24		% Chg.
	Requested Budget	% Chg.	Requested Budget	% Chg.	Requested Budget	% Chg.	Requested Budget	% Chg.	Requested Budget	% Chg.	Requested Budget	% Chg.	Requested Budget	% Chg.	Requested Budget	% Chg.	
Grants * # 2001	\$ 313,500	-100.0%	\$ -	-100.0%	\$ -	-100.0%	\$ -	-100.0%	\$ -	-100.0%	\$ -	-100.0%	\$ 450,000	\$ -	\$ -	-100.0%	
Community Services * 1217	\$ 426,971	3.2%	\$ 440,523	3.2%	\$ 76,500	18.1%	\$ 144,600	16.5%	\$ 60,000	16.5%	\$ -	0.0%	\$ 551,071	\$ 585,123	\$ 34,052	6.2%	
Tractor-Trailer Program (1214)	\$ -	-	\$ -	-	\$ -	-	\$ 552,000	67.8%	\$ -	-	\$ -	-	\$ 329,000	\$ 552,000	\$ 223,000	67.8%	
Corporate Programs (1216)	\$ 120,000	45.8%	\$ 175,000	45.8%	\$ 75,400	62.8%	\$ 131,400	74.3%	\$ -	-	\$ -	-	\$ 195,400	\$ 306,400	\$ 111,000	56.8%	
Corporate Programs * 1216 + 1214	\$ 120,000	45.8%	\$ 175,000	45.8%	\$ 404,400	336.3%	\$ 683,400	69.0%	\$ -	-	\$ -	-	\$ 524,400	\$ 858,400	\$ 334,000	63.7%	
Center for Leadership Excellence 1218	\$ 79,578	0.0%	\$ 79,578	0.0%	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 79,578	\$ 79,578	\$ -	0.0%	
Subtotal Offset Items	\$ 940,049		\$ 695,101		\$ 605,000		\$ 828,000		\$ 60,000		\$ -		\$ 1,360,101	\$ 1,523,101	\$ 163,000	12.0%	
VP Learning & Academic Affairs 1170	\$ 1,402,768	1.8%	\$ 1,428,130	1.8%	\$ 70,500	5.0%	\$ 67,500	-4.3%	\$ -	-	\$ -	-	\$ 1,473,268	\$ 1,495,630	\$ 22,362	1.5%	
Business & Information Tech 1102	\$ 922,006	-19.0%	\$ 747,002	-19.0%	\$ 500	0.0%	\$ 500	0.0%	\$ -	-	\$ -	-	\$ 922,506	\$ 747,502	\$ -175,004	-19.0%	
Civil Technology 1104	\$ 343,171	-6.4%	\$ 321,285	-6.4%	\$ 16,200	4.7%	\$ 16,200	0.0%	\$ -	-	\$ -	-	\$ 359,371	\$ 337,485	\$ -21,886	-6.1%	
Engineering Tech. & The Trades 1106	\$ 1,084,572	1.2%	\$ 1,121,169	3.4%	\$ 39,400	3.6%	\$ 43,300	9.9%	\$ -	-	\$ -	-	\$ 1,123,972	\$ 1,164,469	\$ 40,497	3.6%	
Welding 1107	\$ 226,152	-31.4%	\$ 155,066	-31.4%	\$ 54,800	24.2%	\$ 54,800	0.0%	\$ -	-	\$ -	-	\$ 280,952	\$ 209,866	\$ -71,086	-25.3%	
Airframe & Power Plant 1108	\$ 468,530	6.5%	\$ 499,217	6.5%	\$ 102,000	21.8%	\$ 85,000	-16.7%	\$ -	-	\$ -	-	\$ 570,530	\$ 584,217	\$ 13,687	2.4%	
Computer Information Sciences 1109	\$ 372,303	18.1%	\$ 439,737	18.1%	\$ 500	0.1%	\$ 500	0.0%	\$ -	-	\$ -	-	\$ 372,803	\$ 440,237	\$ 67,434	18.1%	
Engineering, Computer, & Physical Sci's 1110	\$ 382,015	4.8%	\$ 400,343	4.8%	\$ 5,460	1.4%	\$ 4,000	-26.7%	\$ -	-	\$ -	-	\$ 387,475	\$ 404,343	\$ 16,868	4.4%	
Developmental Studies 1112	\$ -	0.0%	\$ -	0.0%	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	0.0%	
Dual Credit 1113	\$ 288,313	-13.8%	\$ 248,538	-13.8%	\$ 2,084,464	723.1%	\$ 2,647,853	27.0%	\$ -	-	\$ -	-	\$ 2,372,777	\$ 2,896,391	\$ 523,614	22.1%	
Honors Program 1114	\$ 13,092	-4.6%	\$ 12,492	-4.6%	\$ 1,000	7.7%	\$ 1,000	0.0%	\$ -	-	\$ -	-	\$ 14,092	\$ 13,492	\$ -600	-4.3%	
Art 1121	\$ 866,531	-4.2%	\$ 829,848	-4.2%	\$ 31,000	3.6%	\$ 33,000	6.5%	\$ -	-	\$ -	-	\$ 897,531	\$ 862,848	\$ -34,683	-3.9%	
Humanities 1122	\$ 1,322,347	3.1%	\$ 1,363,741	3.1%	\$ 1,000	0.0%	\$ 1,000	0.0%	\$ -	-	\$ -	-	\$ 1,323,347	\$ 1,364,741	\$ 41,394	3.1%	
Languages 1123	\$ 507,765	-13.5%	\$ 439,316	-13.5%	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 507,765	\$ 439,316	\$ -68,449	-13.5%	
Criminal Justice 1124	\$ 250,643	1.4%	\$ 254,212	1.4%	\$ 1,000	0.4%	\$ 1,000	0.0%	\$ -	-	\$ -	-	\$ 251,643	\$ 255,212	\$ 3,569	1.4%	
Social Sciences 1125	\$ 191,893	1.1%	\$ 193,976	1.1%	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 191,893	\$ 193,976	\$ 2,083	1.1%	
Mathematics 1126	\$ 874,991	-9.9%	\$ 788,502	-9.9%	\$ 300	0.0%	\$ 300	0.0%	\$ -	-	\$ -	-	\$ 875,291	\$ 788,802	\$ -86,489	-9.9%	
History & Geography 1127	\$ -	0.0%	\$ -	0.0%	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	0.0%	
Education 1128	\$ 82,744	14.9%	\$ 95,033	14.9%	\$ 1,400	1.7%	\$ 1,500	7.1%	\$ -	-	\$ -	-	\$ 84,144	\$ 96,533	\$ 12,389	14.7%	
Life Science 1131	\$ 725,579	0.6%	\$ 729,716	0.6%	\$ 25,662	3.5%	\$ 25,042	-2.4%	\$ -	-	\$ -	-	\$ 751,241	\$ 754,758	\$ 3,517	0.5%	
Psychology, Human Srv & Education 1134	\$ 661,686	-19.2%	\$ 534,952	-19.2%	\$ 200	0.0%	\$ -	-	\$ -	-	\$ -	-	\$ 661,886	\$ 534,952	\$ -126,934	-19.2%	
Medical Assistant/Adjunct 1130	\$ -	0.0%	\$ -	0.0%	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	0.0%	
Allied Health 1133	\$ 141,348	13.3%	\$ 160,160	13.3%	\$ 4,750	3.3%	\$ 4,500	-5.3%	\$ -	-	\$ -	-	\$ 146,098	\$ 164,660	\$ 18,562	12.7%	
Nursing 1135	\$ 522,771	19.8%	\$ 626,172	19.8%	\$ 193,200	36.8%	\$ 199,200	3.1%	\$ -	-	\$ -	-	\$ 715,971	\$ 825,372	\$ 109,401	15.3%	
Respiratory Care 1137	\$ 235,656	-13.8%	\$ 203,083	-13.8%	\$ 34,300	14.6%	\$ 35,800	4.4%	\$ -	-	\$ -	-	\$ 269,956	\$ 238,883	\$ -31,073	-11.5%	
Rad Tech 1136	\$ 185,388	3.7%	\$ 192,282	3.7%	\$ 22,100	11.9%	\$ 22,000	-0.5%	\$ -	-	\$ -	-	\$ 207,486	\$ 214,252	\$ 6,766	3.3%	
Health Information Tech 1138	\$ 193,915	11.7%	\$ 216,684	11.7%	\$ 12,000	6.2%	\$ 12,000	0.0%	\$ -	-	\$ -	-	\$ 205,915	\$ 228,684	\$ 22,769	11.1%	
Total Nursing & Health Programs	\$ 1,279,076	9.3%	\$ 1,398,351	9.3%	\$ 266,350	20.8%	\$ 273,500	2.7%	\$ -	-	\$ -	-	\$ 1,545,436	\$ 1,671,851	\$ 126,415	8.2%	
Hospitality Program 1132	\$ 295,606	-16.5%	\$ 246,819	-16.5%	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 333,106	\$ 287,819	\$ -45,287	-13.6%	
Physical Education 1139	\$ 172,521	48.5%	\$ 256,190	48.5%	\$ 37,500	21.8%	\$ 41,000	9.3%	\$ -	-	\$ -	-	\$ 172,521	\$ 256,190	\$ 83,669	48.5%	
Info Tech - Educational Applications 1142	\$ 295,265	6.5%	\$ 314,500	6.5%	\$ 369,063	124.3%	\$ 408,568	10.7%	\$ -	-	\$ -	-	\$ 664,328	\$ 723,068	\$ 58,740	8.8%	
Carpentry & Masonry 1143	\$ 154,104	-35.7%	\$ 99,017	-35.7%	\$ 43,000	28.0%	\$ 20,000	-53.5%	\$ -	-	\$ -	-	\$ 197,104	\$ 119,017	\$ -78,087	-39.6%	
Student Serv Center 1144	\$ 99,196	-100.0%	\$ -	-100.0%	\$ 600	6.0%	\$ -	-	\$ -	-	\$ -	-	\$ 99,796	\$ -	\$ -79,800	-100.0%	
ADA 1172	\$ 119,657	1.2%	\$ 121,040	1.2%	\$ 1,000	0.8%	\$ 1,000	0.0%	\$ -	-	\$ -	-	\$ 120,657	\$ 122,040	\$ 1,383	1.1%	
BEHA 1173	\$ 121,360	6.1%	\$ 128,734	6.1%	\$ 20,000	16.4%	\$ 20,000	0.0%	\$ -	-	\$ -	-	\$ 141,360	\$ 148,734	\$ 7,374	5.2%	
SHSS 1174	\$ 116,360	6.3%	\$ 123,734	6.3%	\$ 2,000	1.7%	\$ 2,000	0.0%	\$ -	-	\$ -	-	\$ 118,360	\$ 125,734	\$ 7,374	6.3%	
EPPS (Emerg. Prep. & Pub. Safety) 1177	\$ 56,000	0.0%	\$ 56,000	0.0%	\$ 152,250	271.9%	\$ 287,250	88.7%	\$ -	-	\$ -	-	\$ 208,250	\$ 343,250	\$ 135,000	64.8%	
Corp. & Customized Trng - CCED 1211	\$ 197,296	-2.7%	\$ 191,990	-2.7%	\$ 8,500	4.3%	\$ 7,000	-17.6%	\$ -	-	\$ -	-	\$ 205,796	\$ 196,990	\$ -8,806	-3.3%	
Total Insr w/o Grants & Offsets:	\$ 13,893,542	-2.6%	\$ 13,538,650	-2.6%	\$ 3,335,649	23.9%	\$ 4,042,813	21.2%	\$ 60,000	0.4%	\$ -	-	\$ 17,229,191	\$ 17,581,463	\$ 352,272	2.0%	
Total Instruction:	\$ 14,833,591	-4.0%	\$ 14,233,751	-4.0%	\$ 3,940,649	26.6%	\$ 4,870,813	23.6%	\$ 60,000	0.4%	\$ 60,000	0.0%	\$ 18,834,240	\$ 19,164,564	\$ 330,324	1.8%	

* Expenses are offset 100% by revenues.
Contractual amounts includes Fringe Benefit costs for grants.

Mohawk Valley Community College Summary of 2023-24 Proposed Budget																			
DEPARTMENT	Personnel		Personnel		% Chg.	Contractual		Contractual		% Chg.	Equipment		Equipment		% Chg.	Total		Total	
	2022-23 Requested Budget	2023-24 Requested Budget	2022-23 Requested Budget	2023-24 Requested Budget		2022-23 Requested Budget	2023-24 Requested Budget	2022-23 Requested Budget	2023-24 Requested Budget		2022-23 Requested Budget	2023-24 Requested Budget	2022-23 Requested Budget	2023-24 Requested Budget		2022-23 Requested Budget	2023-24 Requested Budget	2022-23 Requested Budget	2023-24 Requested Budget
Public Service 1222	\$ -	\$ -	\$ -	\$ -		\$ 3,400	\$ 3,400	\$ 3,400	\$ 3,400	0.0%			\$ 3,400	\$ 3,400	0.0%	\$ 3,400	\$ 3,400		
Library 1150	\$ 553,000	\$ 583,910	\$ 288,459	\$ 316,309	5.6%	\$ 288,459	\$ 316,309	\$ 288,459	\$ 316,309	9.7%			\$ 841,459	\$ 900,219	7.0%	\$ 841,459	\$ 900,219		
Education Technology 1151	\$ 142,198	\$ 150,812	\$ 236,000	\$ 226,000	6.1%	\$ 236,000	\$ 226,000	\$ 236,000	\$ 226,000	-4.2%			\$ 378,198	\$ 376,812	-0.4%	\$ 378,198	\$ 376,812		
Tutoring Center 1152	\$ 294,990	\$ 321,393	\$ 2,000	\$ 2,000	9.0%	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	0.0%			\$ 296,990	\$ 323,393	8.9%	\$ 296,990	\$ 323,393		
TOTAL	\$ 990,188	\$ 1,056,115	\$ 529,859	\$ 547,709	6.7%	\$ 529,859	\$ 547,709	\$ 529,859	\$ 547,709	3.4%			\$ 1,520,047	\$ 1,603,824	5.5%	\$ 1,520,047	\$ 1,603,824		
Rome Campus 1707	\$ 237,965	\$ 250,423	\$ 10,540	\$ 8,540	5.2%	\$ 10,540	\$ 8,540	\$ 10,540	\$ 8,540	-19.0%			\$ 248,505	\$ 258,963	4.2%	\$ 248,505	\$ 258,963		
VP Student Services 1301	\$ 203,879	\$ 210,751	\$ 31,850	\$ 125,850	3.4%	\$ 31,850	\$ 125,850	\$ 31,850	\$ 125,850	295.1%			\$ 235,729	\$ 336,601	42.8%	\$ 235,729	\$ 336,601		
Recruitment & Outreach 1212	\$ 23,072	\$ 23,072	\$ 9,520	\$ 9,520	0.0%	\$ 9,520	\$ 9,520	\$ 9,520	\$ 9,520	0.0%			\$ 32,592	\$ 32,592	0.0%	\$ 32,592	\$ 32,592		
Student Engagement & Outreach 1302	\$ 151,693	\$ 160,099	\$ 24,810	\$ 26,700	5.5%	\$ 24,810	\$ 26,700	\$ 24,810	\$ 26,700	7.6%			\$ 176,503	\$ 186,799	5.8%	\$ 176,503	\$ 186,799		
Counseling 1303	\$ 209,592	\$ 74,078	\$ 14,490	\$ 10,000	-32.4%	\$ 14,490	\$ 10,000	\$ 14,490	\$ 10,000	-31.0%			\$ 124,082	\$ 84,078	-32.2%	\$ 124,082	\$ 84,078		
Health Center 1304	\$ 237,147	\$ 185,726	\$ 15,555	\$ 25,555	-21.7%	\$ 15,555	\$ 25,555	\$ 15,555	\$ 25,555	64.3%			\$ 252,702	\$ 211,281	-16.4%	\$ 252,702	\$ 211,281		
Admissions 1305	\$ 435,843	\$ 413,378	\$ 207,600	\$ 82,500	-5.2%	\$ 207,600	\$ 82,500	\$ 207,600	\$ 82,500	-60.2%			\$ 643,343	\$ 495,878	-22.9%	\$ 643,343	\$ 495,878		
Svs. To Students/Disabilities 1307	\$ 189,470	\$ 197,369	\$ 71,800	\$ 99,800	4.2%	\$ 71,800	\$ 99,800	\$ 71,800	\$ 99,800	-16.7%			\$ 261,270	\$ 257,169	-1.6%	\$ 261,270	\$ 257,169		
Residence Life 1308	\$ 142,876	\$ 153,067	\$ 350	\$ -	7.1%	\$ 350	\$ -	\$ 350	\$ -	100.0%			\$ 143,226	\$ 153,067	6.9%	\$ 143,226	\$ 153,067		
Athletics 1312	\$ 828,813	\$ 782,370	\$ 35,325	\$ 37,200	-5.6%	\$ 35,325	\$ 37,200	\$ 35,325	\$ 37,200	5.3%			\$ 864,138	\$ 819,570	-5.2%	\$ 864,138	\$ 819,570		
Career - Job Placement Svc 1314	\$ 143,699	\$ 232,614	\$ 49,050	\$ 59,050	61.9%	\$ 49,050	\$ 59,050	\$ 49,050	\$ 59,050	20.4%			\$ 192,749	\$ 291,664	51.3%	\$ 192,749	\$ 291,664		
Judicial Affairs 1315	\$ 55,788	\$ 61,539	\$ 1,000	\$ 700	10.3%	\$ 1,000	\$ 700	\$ 1,000	\$ 700	-30.0%			\$ 56,788	\$ 62,239	9.6%	\$ 56,788	\$ 62,239		
International Students 1316	\$ 61,815	\$ 63,539	\$ 20,200	\$ 25,700	2.8%	\$ 20,200	\$ 25,700	\$ 20,200	\$ 25,700	27.2%			\$ 82,015	\$ 89,239	8.8%	\$ 82,015	\$ 89,239		
Adult Learner 1317	\$ 1,003,153	\$ 1,093,854	\$ 12,614	\$ 12,614	9.0%	\$ 12,614	\$ 12,614	\$ 12,614	\$ 12,614	0.0%			\$ 1,015,767	\$ 1,106,468	8.9%	\$ 1,015,767	\$ 1,106,468		
First Year Experience 1318-1319	\$ 120,249	\$ 68,556	\$ 42,400	\$ 2,000	27.2%	\$ 42,400	\$ 2,000	\$ 42,400	\$ 2,000	-95.3%			\$ 162,649	\$ 154,986	-4.7%	\$ 162,649	\$ 154,986		
C3 Operations 1320	\$ 67,823	\$ 152,986	\$ 36,500	\$ 46,500	27.4%	\$ 36,500	\$ 46,500	\$ 36,500	\$ 46,500	27.4%			\$ 104,323	\$ 115,056	10.3%	\$ 104,323	\$ 115,056		
EOP Educational Opportunity Program 1321	\$ 128,723	\$ 101,527	\$ 147,865	\$ 183,685	-21.1%	\$ 147,865	\$ 183,685	\$ 147,865	\$ 183,685	24.2%			\$ 276,588	\$ 285,212	100.0%	\$ 276,588	\$ 285,212		
Registrar 1508	\$ 507,349	\$ 489,052	\$ 5,270	\$ 4,800	-7.5%	\$ 5,270	\$ 4,800	\$ 5,270	\$ 4,800	-8.9%			\$ 512,619	\$ 473,852	-7.6%	\$ 512,619	\$ 473,852		
Financial Aid 1502	\$ 354,029	\$ 356,637	\$ 4,135	\$ 35,800	0.7%	\$ 4,135	\$ 35,800	\$ 4,135	\$ 35,800	765.8%			\$ 368,164	\$ 392,437	6.6%	\$ 368,164	\$ 392,437		
College Work Study 1502	\$ 164,234	\$ 122,000	\$ -	\$ -	-25.7%	\$ -	\$ -	\$ -	\$ -				\$ 164,234	\$ 122,000	-25.7%	\$ 164,234	\$ 122,000		
TOTAL Student Svcs.	\$ 5,167,212	\$ 5,172,637	\$ 740,774	\$ 756,514	0.1%	\$ 740,774	\$ 756,514	\$ 740,774	\$ 756,514	2.1%			\$ 5,907,986	\$ 5,929,151	0.4%	\$ 5,907,986	\$ 5,929,151		
VP Administrative Svcs. 1501	\$ 210,829	\$ 216,943	\$ 4,500	\$ 4,500	2.9%	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	0.0%			\$ 215,329	\$ 271,443	26.1%	\$ 215,329	\$ 271,443		
Office Services 1505	\$ 190,645	\$ 158,971	\$ 295,070	\$ 340,000	-16.6%	\$ 295,070	\$ 340,000	\$ 295,070	\$ 340,000	15.2%			\$ 485,715	\$ 498,971	2.7%	\$ 485,715	\$ 498,971		
Human Resources 1507	\$ 366,987	\$ 381,959	\$ 79,800	\$ 59,000	4.1%	\$ 79,800	\$ 59,000	\$ 79,800	\$ 59,000	-26.1%			\$ 446,787	\$ 440,999	-1.3%	\$ 446,787	\$ 440,999		
Finance Office 1509	\$ 1,006,663	\$ 1,161,848	\$ 141,400	\$ 153,042	15.4%	\$ 141,400	\$ 153,042	\$ 141,400	\$ 153,042	8.2%			\$ 1,148,063	\$ 1,314,890	14.5%	\$ 1,148,063	\$ 1,314,890		
Information Tech - Adm Applications 1706	\$ 738,908	\$ 671,804	\$ 967,626	\$ 1,085,038	-9.1%	\$ 967,626	\$ 1,085,038	\$ 967,626	\$ 1,085,038	12.1%			\$ 1,706,534	\$ 1,756,842	2.9%	\$ 1,706,534	\$ 1,756,842		
TOTAL Admin. Svcs.	\$ 2,514,032	\$ 2,591,565	\$ 1,488,396	\$ 1,641,580	3.1%	\$ 1,488,396	\$ 1,641,580	\$ 1,488,396	\$ 1,641,580	10.3%			\$ 4,002,428	\$ 4,283,145	7.0%	\$ 4,002,428	\$ 4,283,145		
TOTAL - Sheet 2	\$ 8,671,432	\$ 8,820,317	\$ 2,759,029	\$ 2,945,803	1.7%	\$ 2,759,029	\$ 2,945,803	\$ 2,759,029	\$ 2,945,803	6.8%			\$ 11,430,461	\$ 11,939,459	4.5%	\$ 11,430,461	\$ 11,939,459		
Director of Facilities & Opts 1511	\$ 239,298	\$ 256,923	\$ 1,224,800	\$ 1,586,200	7.4%	\$ 1,224,800	\$ 1,586,200	\$ 1,224,800	\$ 1,586,200	29.5%			\$ 1,464,098	\$ 1,843,123	25.9%	\$ 1,464,098	\$ 1,843,123		
Buildings 1512	\$ 364,157	\$ 377,112	\$ 374,400	\$ 401,400	3.6%	\$ 374,400	\$ 401,400	\$ 374,400	\$ 401,400	7.2%			\$ 738,557	\$ 778,512	5.4%	\$ 738,557	\$ 778,512		
Custodial 1513	\$ 1,096,468	\$ 1,122,880	\$ 106,000	\$ 113,000	2.4%	\$ 106,000	\$ 113,000	\$ 106,000	\$ 113,000	6.6%			\$ 1,202,468	\$ 1,235,880	2.8%	\$ 1,202,468	\$ 1,235,880		
Grounds 1514	\$ 215,131	\$ 255,216	\$ 184,000	\$ 169,000	18.6%	\$ 184,000	\$ 169,000	\$ 184,000	\$ 169,000	-2.7%			\$ 399,131	\$ 444,216	11.3%	\$ 399,131	\$ 444,216		
Inventories/Receiving 1515	\$ 181,468	\$ 177,546	\$ 1,500	\$ 1,500	-2.2%	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	0.0%			\$ 182,968	\$ 179,046	-2.1%	\$ 182,968	\$ 179,046		
Total Facilities & Operations	\$ 2,096,522	\$ 2,189,677	\$ 1,890,700	\$ 2,291,100	4.4%	\$ 1,890,700	\$ 2,291,100	\$ 1,890,700	\$ 2,291,100	21.2%			\$ 3,987,222	\$ 4,480,777	12.4%	\$ 3,987,222	\$ 4,480,777		
Facilities 1504	\$ 1,165,600	\$ 1,211,014	\$ 48,000	\$ 30,500	3.9%	\$ 48,000	\$ 30,500	\$ 48,000	\$ 30,500	-36.5%			\$ 1,220,100	\$ 1,248,014	2.3%	\$ 1,220,100	\$ 1,248,014		
TOTAL	\$ 3,262,122	\$ 3,400,691	\$ 1,938,700	\$ 2,321,600	4.2%	\$ 1,938,700	\$ 2,321,600	\$ 1,938,700	\$ 2,321,600	19.8%			\$ 6,500	\$ 6,500	0.0%	\$ 6,500	\$ 6,500		
President 1701	\$ 536,526	\$ 558,035	\$ 9,270	\$ 9,270	4.0%	\$ 9,270	\$ 9,270	\$ 9,270	\$ 9,270	0.0%			\$ 545,796	\$ 567,305	3.9%	\$ 545,796	\$ 567,305		
Board of Trustees 1702	\$ -	\$ -	\$ 46,300	\$ 40,800		\$ 46,300	\$ 40,800	\$ 46,300	\$ 40,800	-11.9%			\$ 46,300	\$ 40,800	-11.9%	\$ 46,300	\$ 40,800		

**Mohawk Valley Community College
Employee Benefits & Rental Expense
2022-2023 To 2023-24**

<u>EMPLOYEE BENEFITS</u>	2022-23 Adopted	2023-24 Request	% Change
Health Insurance Waiver	\$ 36,000	\$ 39,000	8.3%
Holiday Pay Out	\$ 28,000	\$ 25,000	-10.7%
NYS Teachers Retirement	\$ 425,000	\$ 450,000	5.9%
TIAA/CREF Retirement	\$ 1,264,793	\$ 1,218,552	-3.7%
NYS Employees Retirement	\$ 2,000,000	\$ 1,600,000	-20.0%
Social Security	\$ 2,029,517	\$ 1,904,479	-6.2%
Health Insurance	\$ 6,500,000	\$ 6,900,000	6.2%
Unemployment Compensation	\$ 130,000	\$ 100,000	-23.1%
Workers Compensations	\$ 336,778	\$ 339,883	0.9%
Employee Tuition Waivers	\$ 15,000	\$ 10,000	-33.3%
Dependent Tuition Waivers	\$ 85,000	\$ 100,000	17.6%
Med LTD & Life Insurance	\$ 25,000	\$ 25,000	0.0%
Nursing Liability Insurance	\$ 500	\$ 100	-80.0%
Vision Insurance	\$ 25,000	\$ 25,000	0.0%
Other Employee Benefits (Flex, EAP)	\$ 20,000	\$ 15,000	-25.0%
Compensated Absences - FICA	\$ 8,500	\$ 5,000	-41.2%
PA Retirement Incentive	\$ 300,000	\$ 150,000	-50.0%
Total Fringe Benefits	\$ 13,229,088	\$ 12,907,014	-2.43%
 <u>RENTAL EXPENSE</u>			
Bowling Lanes	\$ 2,500	\$ 2,000	-20.0%
Golf Course	\$ 2,500	\$ 2,000	100.0%
Indoor Baseball	\$ 7,000	\$ 7,500	7.1%
Rental Other (MHA)	\$ -	\$ -	#DIV/0!
Rental Griffiss	\$ 50,000	\$ 50,000	0.0%
Carpentry & Masonry	\$ 65,000	\$ 80,000	23.1%
Total Rentals	\$ 127,000	\$ 141,500	11.4%

**Mohawk Valley Community College
Grants Adopted vs. Amended
2022-23**

	Personal Services	Equipment	Contractual	Fringe Benefits	Total
2022-23 Adopted Budget:	\$ 313,500	\$ 60,000	\$ 21,500	\$ 55,000	\$ 450,000
2022-23 Amended Budget:					
Dev Math Corps - Local Sponsors			\$ 19,029		\$ 19,029
Mohawk Valley Upward Bound (Yr 6)			\$ 20,410		\$ 20,410
Mohawk Valley Upward Bound (Yr 1)	\$ 172,460		\$ 58,335	\$ 64,912	\$ 295,707
SUNY PIF Apprentice Program	\$ 127,231		\$ 2,491,827	\$ 34,900	\$ 2,653,958
SUNY Apprenticeship - Other	\$ 77,517		\$ 2,480,311	\$ 25,320	\$ 2,583,148
Remote Lab-Sharing Models Mfg (3 yr)	\$ 63,746	\$ 5,567	\$ 182,664	\$ 27,746	\$ 279,723
Small Business Development Ctr- Yr 4	\$ 63,545		\$ 24,885	\$ 41,175	\$ 129,605
Small Business Development Ctr- Yr 5	\$ 252,767		\$ 56,299	\$ 81,607	\$ 390,673
Utica GEAR-UP, (US DOE) Year 4	\$ 17,250		\$ 1,675	\$ 3,685	\$ 22,610
Utica GEAR-UP, (US DOE) Year 5	\$ 309,954	\$ 54,500	\$ 317,061	\$ 115,057	\$ 796,572
Reintegration of Ex-Offenders, DOL	\$ 154,656		\$ 385,649	\$ 118,669	\$ 658,974
Lumina Fund for PACCE, RPA			\$ 57,874		\$ 57,874
Scaling Apprenticeship Sector Strategies	\$ 329,531		\$ 3,341,655	\$ 118,425	\$ 3,789,611
FY21 Susan Harwood Targeted Trg-DOL	\$ 7,643		\$ 10,901	\$ 2,198	\$ 20,742
FY22 Susan Harwood Targeted Trg-DOL	\$ 25,070		\$ 19,043	\$ 4,991	\$ 49,104
Ou-of-School Youth Career Corps, WDB	\$ 25,897		\$ 6,161	\$ 9,287	\$ 41,345
Youthbuild 2020 - US DOL	\$ 166,568		\$ 107,032	\$ 39,044	\$ 312,644
Develop Semiconductor Cert Prog, NSF	\$ 22,148	\$ 468	\$ 3,878	\$ 3,009	\$ 29,503
Develop Semiconductor Cert Prog, Sup#2	\$ 25,500		\$ 9,347	\$ 5,656	\$ 40,503
MEP-AIM (Yr2) Regional Tech Dev Ct	\$ 121,481		\$ 36,224	\$ 43,449	\$ 201,154
FY'22 LAO, NYSDOL	\$ 23,054		\$ 34,288	\$ 6,572	\$ 63,914
FY'23 Perkins III	\$ 432,104		\$ 28,119	\$ 130,287	\$ 590,510
FY'23 Library Collection			\$ 7,941		\$ 7,941
FY'23 CSTEP	\$ 78,727		\$ 71,806	\$ 30,614	\$ 181,147
FY'23 CJII CIPP @ Marcy,DANY, Yr6	\$ 16,451		\$ 44,540	\$ 1,416	\$ 62,407
FY'23 STEP	\$ 94,012		\$ 104,461	\$ 29,140	\$ 227,613
FY'23 Adult Literacy (ALE)	\$ 114,495		\$ 8,915	\$ 26,690	\$ 150,100
Workforce Develop Trg, Pathways Track			\$ 151,391		\$ 151,391
2020 NCAE-C Cybersecurity,NSA (2 yr)	\$ 96,576	\$ 47,317	\$ 275,329	\$ 15,401	\$ 434,623
JobCorps Scholars Prog (3 yr) -US DOL	\$ 95,143		\$ 313,464	\$ 40,174	\$ 448,781
2022 NCAE-C Cyber, Cal-State w/ NSA	\$ 588,949	\$ 30,000	\$ 747,051	\$ 125,861	\$ 1,491,861
2020 CAE CSUSB, Cal-State w/ NSA	\$ 2,325		\$ 130,842	\$ 480	\$ 133,647
MEP-AIM (Yr3) Regional Tech Dev Ct	\$ 343,687		\$ 121,003	\$ 110,310	\$ 575,000
2022 GenCyber Camp, ONR	\$ 28,004		\$ 36,494	\$ 5,268	\$ 69,766
Gen Cyber Advanced Stud Camp, ONR	\$ 133		\$ 6,781	\$ 353	\$ 7,267
Gen Cyber Beginner Stud Camp, ONR	\$ 30		\$ 6,537	\$ 498	\$ 7,065
Subtotal - Amended Grants thru Budget Amendment #5	\$ 3,876,654	\$ 137,852	\$ 11,719,222	\$ 1,262,194	\$ 16,995,922

**Mohawk Valley Community College
Insurance Program**

	2022-23 Adopted	2022-23 Amended	2023-24 Request	% Change
Data Processing	\$ 2,694	\$ 2,694	\$ 3,708	37.6%
Employee Dishonesty	\$ 3,012	\$ 3,012	\$ 3,648	21.1%
Commercial	\$ 346,326	\$ 346,326	\$ 350,408	1.2%
Automobile	\$ 17,300	\$ 17,300	\$ 17,808	2.9%
Other	\$ 13,000	\$ 13,000	\$ 10,000	-23.1%
Total	\$ 382,332	\$ 382,332	\$ 385,572	0.8%

**Mohawk Valley Community College
Historical Comparison
Sponsor Appropriation**

	Sponsor Contribution	Increased Amount	% Increase
2002 - 03	\$ 5,812,059	\$ 497,000	9.35%
2003 - 04	\$ 5,862,059	\$ 50,000	0.86%
2004 - 05	\$ 6,362,059	\$ 500,000	8.53%
2005 - 06	\$ 6,462,059	\$ 100,000	1.57%
2006 - 07	\$ 6,862,059	\$ 400,000	6.18%
2007 - 08	\$ 7,068,059	\$ 206,000	3.00%
2008 - 09	\$ 7,280,100	\$ 212,041	3.00%
2009 - 10	\$ 7,280,100	\$ -	0.00%
2010 - 11	\$ 7,280,100	\$ -	0.00%
2011 - 12	\$ 7,280,100	\$ -	0.00%
2012 - 13	\$ 7,280,100	\$ -	0.00%
2013 - 14	\$ 7,280,100	\$ -	0.00%
2014-15	\$ 7,498,503	\$ 218,403	3.00%
2015-16	\$ 7,723,458	\$ 224,955	3.00%
2016-17	\$ 7,723,458	\$ -	0.00%
2017-18	\$ 7,916,544	\$ 193,086	2.50%
2018-19	\$ 8,074,875	\$ 158,331	2.00%
2019-20	\$ 8,317,121	\$ 242,246	3.00%
2020-21	\$ 8,317,121	\$ -	0.00%
2021-22	\$ 8,317,121	\$ -	0.00%
2022-23	\$ 8,566,635	\$ 249,514	3.00%
2023-24	\$ 8,823,634	\$ 256,999	3.00%

**Mohawk Valley Community College
Historical Comparison
Fund Balance**

<u>Fiscal Yr.</u> <u>Ending</u>	<u>Next Year's</u> <u>Proposed Budget</u> <u>Total</u> <u>Appropriations</u>	<u>Budget %</u> <u>Increase</u> <u>(Decrease)</u>	<u>Actual</u> <u>Unreserved</u> <u>Fund Balance at</u> <u>End of Fiscal Year</u>	<u>Actual Ending</u> <u>Fund Balance</u> <u>As a % of</u> <u>Budget</u>	<u>Budget</u> <u>Fund Balance</u> <u>Appropriated</u> <u>For Next Year</u>	<u>Planned</u> <u>Unappropriated</u> <u>Balance</u> <u>For Next Year</u>	<u>Planned</u> <u>Unappropriated</u> <u>Fund Balance</u> <u>as a % of</u> <u>Oper Budget</u>	<u>Minimum</u> <u>Recommend Bal</u> <u>5% of Total</u> <u>Appropriations</u>
August 31, 2002	\$ 31,105,667	3.35%	\$ 263,432	0.85%	\$ -	\$263,432	0.85%	\$1,555,283
August 31, 2003	\$ 32,640,102	4.93%	\$ 1,170,092	3.58%	\$ 434,103	\$735,989	2.25%	\$1,632,005
August 31, 2004	\$ 35,123,246	7.61%	\$ 1,950,693	5.55%	\$ 1,402,868	\$547,825	1.56%	\$1,756,162
August 31, 2005	\$ 36,458,478	3.80%	\$ 1,989,256	5.46%	\$ 1,040,000	\$949,256	2.60%	\$1,822,924
August 31, 2006	\$ 37,940,000	4.06%	\$ 3,545,798	9.35%	\$ 842,850	\$2,702,948	7.12%	\$1,897,000
August 31, 2007	\$ 39,618,571	4.42%	\$ 4,676,914	11.80%	\$ 1,840,152	\$2,836,762	7.16%	\$1,980,929
August 31, 2008	\$ 40,856,287	5.08%	\$ 6,755,498	16.53%	\$ 2,125,000	\$4,630,498	11.33%	\$2,042,814
August 31, 2009	\$ 42,859,530	4.90%	\$ 7,750,956	18.08%	\$ 3,000,000	\$4,750,956	11.08%	\$2,142,977
August 31, 2010	\$ 44,516,961	3.87%	\$ 8,763,566	19.69%	\$ 3,995,248	\$4,768,318	10.71%	\$2,225,848
August 31, 2011	\$ 47,281,208	6.21%	\$ 6,925,126	14.65%	\$ 3,976,826	\$2,948,300	6.24%	\$2,364,060
August 31, 2012	\$ 49,623,766	4.95%	\$ 5,797,370	11.68%	\$ 1,268,579	\$4,528,791	9.13%	\$2,481,188
August 31, 2013	\$ 50,037,922	0.83%	\$ 5,991,864	11.97%	\$ 1,396,877	\$4,594,987	9.18%	\$2,501,896
August 31, 2014	\$ 51,804,021	3.53%	\$ 6,653,371	12.84%	\$ 1,300,000	\$5,353,371	10.33%	\$2,590,201
August 31, 2015	\$ 53,902,042	4.05%	\$ 6,652,021	12.34%	\$ 500,000	\$6,152,021	11.41%	\$2,695,102
August 31, 2016	\$ 51,437,073	-4.57%	\$ 5,433,338	10.56%	\$ 1,500,000	\$3,933,338	7.6%	\$2,571,854
August 31, 2017	\$ 49,968,925	-2.85%	\$ 4,438,548	8.88%	\$ 290,000	\$4,148,548	8.3%	\$2,498,446
August 31, 2018	\$ 51,925,451	3.92%	\$ 3,000,220	5.78%	\$1,290,000	\$1,710,220	3.3%	\$2,596,273
August 31, 2019	\$ 51,380,242	-1.05%	\$ 3,026,278	5.89%	\$800,000	\$2,226,278	4.3%	\$2,569,012
August 31, 2020	\$ 50,291,795	-2.12%	\$ 3,046,231	6.06%	\$444,000	\$2,602,231	5.17%	\$2,514,590
August 31, 2021	\$ 52,394,547	4.18%	\$ 8,604,223	16.42%	\$1,000,000	\$7,604,223	14.51%	\$2,619,727
August 31, 2022	\$ 52,754,038	0.69%	\$ 9,275,111	17.58%	\$6,810,031	\$2,465,080	4.67%	\$2,637,702
August 31, 2023	* \$ 53,966,295	2.30%	\$ 3,965,080	7.35%	\$1,240,000	\$2,725,080	5.05%	\$2,698,315

* - Estimated

**Mohawk Valley Community College
 Budgeted Vs Budgeted FTEs
 2022-2023 To 2023-2024**

	<u>Budgeted FTEs 2022-23</u>	<u>Budgeted FTEs 2023-24</u>	<u>FTE Difference</u>	<u>% Difference</u>
<u>Fall</u>				
Full Time	1,010.3	1,025.5	15.2	1.5%
Part Time	596.3	640.8	44.5	7.5%
<u>Intersession</u>				
	4.3	4.1	(0.2)	-3.9%
<u>Spring</u>				
Full Time	841.1	879.8	38.7	4.6%
Part Time	819.7	1,092.2	272.5	33.2%
<u>Summer</u>				
Part Time	148.8	125.6	(23.2)	-15.6%
Totals:	3,420.5	3,768.0	347.5	10.2%

Mohawk Valley Community College
Enrollment Projections
2021-2022

	Actual 2012-13	Actual 2013-14	% Chg. 12-13 to 13-14	Actual 2014-15	% Chg. 13-14 to 14-15	Actual 2015-16	% Chg. 14-15 to 15-16	Actual 2016-17	% Chg. 15-16 to 16-17	Actual 2017-18	% Chg. 16-17 to 17-18	Actual 2018-19	% Chg. 17-18 to 18-19	Actual 2019-20	% Chg. 18-19 to 19-20	Actual 2020-21	% Chg. 19-20 to 20-21	Actual 2021-22	% Chg. 20-21 to 21-22	Estimated 2022-23	% Chg. 21-22 to 22-23	Budget 2023-24	% Chg. 22-23 to 23-24
Full Time Headcount																							
Fall	4,599	4,616	0.37%	4,021	-12.89%	3,626	-9.82%	3,429	-5.43%	3,343	-2.51%	3,155	-5.62%	3,030	-3.98%	2,601	-14.16%	2,346	-9.80%	2,187	-6.78%	2,078	-5.00%
Spring	4,281	3,996	-6.66%	3,550	-11.16%	3,250	-8.45%	3,126	-3.82%	2,993	-4.25%	2,891	-3.74%	2,794	-3.02%	2,405	-13.92%	2,243	-6.74%	1,889	-15.78%	1,795	-5.00%
Full Time Credit Hours																							
Fall	67,802	68,517	1.05%	59,591	-13.03%	53,856	-9.62%	51,276	-4.79%	50,241	-2.02%	47,502	-5.45%	46,278	-2.58%	39,246	-15.20%	34,657	-11.69%	32,385	-6.55%	30,766	-5.00%
Spring	62,623	59,059	-5.63%	52,406	-11.33%	48,176	-8.07%	46,490	-3.50%	44,454	-4.38%	42,607	-4.15%	41,741	-2.03%	35,863	-14.08%	32,592	-9.12%	27,783	-14.76%	26,394	-5.00%
Part Time Headcount																							
Fall	2,863	2,817	-1.61%	3,174	12.67%	3,129	-1.42%	3,212	2.65%	3,229	0.53%	3,135	-2.91%	3,204	2.20%	3,699	15.45%	3,149	-14.87%	3,393	7.75%	3,533	4.13%
Spring	3,274	3,294	0.61%	3,515	6.71%	3,417	-2.78%	3,654	6.94%	3,700	1.26%	3,786	2.32%	3,865	2.09%	3,861	-0.10%	4,199	8.75%	4,958	18.08%	5,196	4.80%
Summer & Intercession	1,589	1,528	-3.84%	1,302	-14.79%	1,182	-9.22%	1,194	1.02%	1,160	-2.85%	907	-21.81%	787	-13.23%	928	17.92%	775	-16.49%	568	-26.71%	542	-4.60%
Part Time Credit Hours																							
Fall	15,161	14,887	-1.81%	16,308	9.55%	16,053	-1.56%	16,444	2.43%	16,324	-0.73%	15,964	-2.21%	16,612	4.06%	18,273	10.00%	16,193	-11.38%	18,409	13.66%	19,225	4.43%
Spring	17,463	18,069	3.64%	18,991	4.99%	18,947	-0.23%	19,898	5.02%	20,164	1.33%	20,568	2.01%	21,114	2.65%	21,154	0.19%	22,399	5.89%	31,357	39.99%	32,765	4.49%
Summer & Intercession	9,192	8,815	-4.10%	7,592	-13.88%	6,550	-13.59%	7,023	7.05%	6,628	-2.78%	4,074	-40.34%	4,349	6.76%	6,217	42.95%	4,763	-23.38%	4,102	-13.89%	3,903	-4.85%
Total Cr. Hrs	172,230	169,407	-1.64%	154,888	-8.57%	143,592	-7.29%	141,131	-1.71%	138,010	-2.21%	130,713	-5.29%	130,094	-0.47%	120,752	-7.18%	110,604	-8.40%	114,035	3.10%	113,052	-0.86%
Total FTEs	5,741	5,647	-1.64%	5,163	-8.57%	4,786	-7.29%	4,704	-1.71%	4,600	-2.21%	4,357	-5.29%	4,338	-0.47%	4,025	-7.18%	3,687	-8.40%	3,801	3.10%	3,768	-0.86%



**ONEIDA COUNTY
DEPARTMENT OF PROBATION**

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

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

Anthony J. Picente, Jr.
County Executive

Holly Bolton
Director

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

May 31, 2023

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

FN 20 23-223

PUBLIC SAFETY
ECONOMIC DEVELOPMENT & TOURISM
WAYS & MEANS

Dear County Executive Picente:

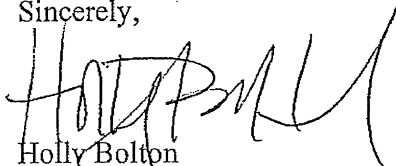
Enclosed is the Raise the Age grant which the New York State Division of Criminal Justice Services has awarded to our office in the amount of \$385,713.00. The grant term is April 1, 2022 to March 31, 2023. Matching funds are not required.

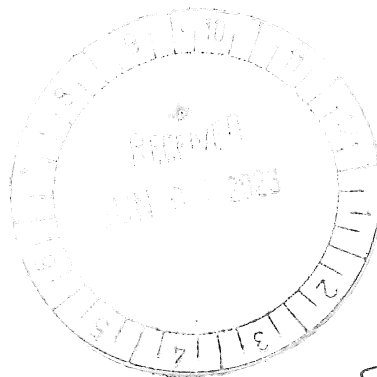
This grant covers the salaries and fringe benefits of a probation supervisor, two probation officers, and a probation assistant, as well as travel and training expenses. Funds are also allocated to assist with alternatives to detention, including electronic monitoring, program services, interpreter services, and a family engagement specialist.

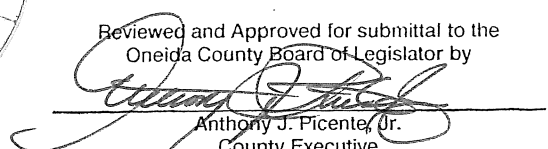
Assuming this grant meets with your approval, please forward this information to the Oneida County Board of Legislators for their review and approval.

Thank you for your time and assistance in this matter.

Sincerely,


Holly Bolton
Probation Director



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

Anthony J. Picente, Jr.
County Executive
Date 6-1-23

Oneida Co. Department: Probation

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name and Address of Vendor: New York State Division of Criminal Justice Services
80 South Swan Street
Albany, New York 12210-8001

Title of Activity or Service: Raise the Age Grant

Proposed Dates of Operation: April 1, 2022 – March 31, 2023

Client Population/Number to be served: Oneida County

Summary Statements:

- 1.) **Narrative Description of Proposed Services:** Raise the Age funds are used to cover the salaries and fringe benefits of one probation supervisor, two probation officers, and one probation assistant. These funds will also cover training of staff, and travel. Funds are also allocated for alternatives to detention in the form of electronic monitoring, programming services, interpreter services, and a family engagement service.
- 2.) **Program/Service Objectives and Outcomes:** The Raise the Age grant is designed to treat 16- and 17-year-olds as juvenile offenders. The goal is to work with this age group in an effective manner to avoid future jail and/or prison, and make them responsible, crime-free adults.
- 3.) **Program Design and Staffing:** One probation supervisor, two probation officers, and one probation assistant.

Total Funding Requested: \$385,713.00 **Account#:** A3144

Oneida County Department Funding Recommendation: \$385,713.00

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

Cost Per Client Served: NA

Past Performance Data: NA

O.C. Department Staff Comments: None

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C524221 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> Raise the Age <u>DCJS NUMBERS:</u> RT22524221 <u>CFDA NUMBERS:</u></p>
<p><u>INITIAL CONTRACT PERIOD:</u> FROM 04/01/2022 TO 03/31/2023 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$385,713.00</p>	<p><u>AMENDED CONTRACT PERIOD:</u> FROM TO <u>FUNDING AMOUNT FROM AMENDED PERIOD:</u></p>
<p><u>TRANSACTION TYPE:</u> New</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000 <u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. <u>CHARITIES REGISTRATION NUMBER:</u> _____ (Enter number or Exempt) If "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> <u>APPENDIX A1</u> Master Grant Agreement & Program Specific Terms and Conditions <input type="checkbox"/> <u>APPENDIX A2</u> Federally Funded Grants Special Conditions <input checked="" type="checkbox"/> <u>APPENDIX B</u> Budget <input checked="" type="checkbox"/> <u>APPENDIX C</u> Payment and Reporting Schedule <input checked="" type="checkbox"/> <u>APPENDIX D</u> Program Workplan <input type="checkbox"/> <u>APPENDIX G</u> Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> <u>Other</u> (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.</p>	
<p><u>NYS Division of Criminal Justice Services</u> BY: _____, Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. <u>GRANTEE:</u> In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**Raise the Age****Project No.****Grantee Name**

RT23-1035-D00

Oneida County

05/11/2023

NEW YORK STATE**DIVISION OF CRIMINAL JUSTICE SERVICES****GRANT CONTRACT****APPENDIX A-1**

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) 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 Contract,

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

STATE 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 this Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) 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 the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law including, but not limited to,

changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget 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 Section V(C).

C. Order of Precedence:

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

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

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

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

D. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Funding Amount for Initial Period' 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 Contract shall not exceed the applicable amounts specified in the applicable Appendix B (Budget).

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

F. Modifications: To modify the Appendices 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 appropriate appendices 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 this Appendix in Section .

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

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

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 services, or

e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Appendix 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 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 representatives for the purposes of receiving notices under the 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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of 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 Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of 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 the 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 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 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 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 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]

[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.]

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 Contract are identified in Appendix A-2 (Federal Award Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract

that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix A-2 (Federal Award Special Conditions) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

c) Non-Responsibility: In accordance with the provisions of 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 Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at 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 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 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 Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

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

(i) personal messenger service, or

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING**A. Terms and Conditions:**

1. In full consideration of contract services to be performed, 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 approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of 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 this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment: 1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. 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 Appendix C (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 (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program 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 Appendix D (Program 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 Appendix D (Program 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 Appendix C (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 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 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 Appendix C (Payment and Reporting Schedule), and service 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 Contract as set forth in Appendix C (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.

[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 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 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.]

[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.]

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

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

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

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to 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 Contract is funded in whole or in part with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify person 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 service or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds: 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

(i) Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Program 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 Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported patient/client encounters, procedures performed, training sessions conducted, etc.)

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

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

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) and Appendix D (Program Work Plan) as applicable:

(i) Progress Reports: 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 Appendix D (Program Work Plan). Progress reports shall be submitted in a format prescribed in the Contract.

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

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor 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 Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than

those provided for under the Contract, except with the State's prior written permission.

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

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

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

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

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

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract and at its own cost and expense. The Contractor shall procure and maintain insurance 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 Contract for a piece of Property owned by the Contractor shall not be allowed.

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

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

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

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

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Appendix A-2 (Federal Award Special Conditions).

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

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

E. Records and Audits:

1. General:

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

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

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

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

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, 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 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, (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 Appendix A-2 (Federal Award Special Conditions).

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 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 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 and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

G. Publicity:

1. Publicity includes, but is not limited to: news conferences, new 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, presentation or announcements of conferences, meetings or trainings which are funded in whole or in

part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best effort to provide copies of any manuscripts arising from Contractor's performance under this 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 Contract (but are not deliverable under the 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 acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by 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 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 identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to

expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency, or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

The Contractor hereby authorizes the State Department of Labor to disclose to 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 Contract.

N. Vendor Responsibility:

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

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

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

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

a) to require updates or clarifications to the Questionnaire upon written request,

b) to inquire about information included in or required information omitted from the Questionnaire,

c) to require the Contractor to provide such information to the State within a reasonable timeframe, and

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

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

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the

Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

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

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

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

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:[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.

[9 - Not applicable to not-for-profit entities.]

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

R. Admissibility of Reproduction of Contract: Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

V. AGENCY SPECIFIC TERMS AND CONDITIONS

A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services

Office of Financial Services, Grants Unit

80 S. Swan St.

Albany, NY 12210

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

B. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

C. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification 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.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification 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 modifications involving amounts above the thresholds established in preceding paragraphs 1. and 2., including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs 1. or 2., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

3. Grant Amendment Request (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

D. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Contract, the Contractor 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.

E. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

F. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour 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.
2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.
3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall 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 shall 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 and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.
4. Notwithstanding the provisions of this section, 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 Contractor and submitted upon request.

G. Procurement

All procurements 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).

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

2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

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

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

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

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

3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. 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. Further guidance may be obtained from DCJS.

5. Any Contractor 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 Contractor and submitted upon request.

H. Participation by Minority Group Members and Women with Respect to Grant Contracts: Requirements and Procedures (state-funded grants only)

1. General Provisions

a) The Division of 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 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 group members and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be 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 V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which is specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's 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 the 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.

3. Equal Employment Opportunity (EEO)

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

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

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

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should 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.) above and Paragraph (e.) of this Section 3, which provides for relevant provisions of the Human Rights Law in every subcontract, in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

d) Workforce Employment Utilization Report

i. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of the 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.

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

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce

Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

4. MWBE Utilization Plan

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

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

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

5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

b) If 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, 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.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a) Where 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:

i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and

ii. 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 accessed 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 Women's 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.

8. M/WBE and EEO Policy Statement

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

a) M/WBE

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

i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

iii. 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.

iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of

joint ventures and other partnerships among M/WBE contractors to enhance their participation.

v. 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.

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

b) EEO

i. 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.

ii. 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 state.

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

iv. 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.

v. This organization will include the provisions of sections (i) through (iv) 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 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.

I. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and

attach it in the applicable state grants management system 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 on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

J. Accounting and Audits

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.
2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.
3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and 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.
4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
5. Contractor 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.
6. This Contract 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 Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements, maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles, and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

K. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. 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 Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

L. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the 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 Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

M. Lapsing Appropriations

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.

N. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor 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 at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

O. Limit on Overtime Earnings

If Appendix B makes provisions for overtime payment, the Contractor shall 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 Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

P. Subawards/Subcontractor

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 in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

- * Activities to be performed,
- * Time schedule,
- * Project policies,
- * Other policies and procedures to be followed,
- * Dollar limitation of the agreement,
- * Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Program Work Plan) of the Contract, and
- * Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

Q. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

R. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

S. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

T. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

U. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (UNYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

V. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: https://its.ny.gov/system/files/documents/2022/10/nys-p03-002_information_security_policy.pdf.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

http://criminaljustice.ny.gov/stdpractices/main_menu.htm

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

W. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) services as applicable.

X. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at:
http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf.

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Z. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from 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.'

AA. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP) must certify that by submission of their 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 its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcmtgrntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

Aid to Crime Labs Program

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially affecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity to forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor that the subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, 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.

The Contractor shall enter into 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.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE guidance document.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

3/23/2023. Version I.

Certified by - on

Award Contract

Raise the Age

Project No.

Grantee Name

RT23-1035-D00

Oneida County

05/11/2023

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Probation Officers	1	\$99,807.00	\$99,807.00	\$99,807.00	\$0.00
Justification: 2 POs annual salary 2022-23 is approximately \$53,265.00 and \$46,542.00						
2	Probation Assistant	1	\$46,132.00	\$46,132.00	\$46,132.00	\$0.00
Justification: 1 Probation Assistant 2022-23 annual salary is approximately: \$ 46,132.00.						
3	Probation Supervisor	1	\$81,892.00	\$81,892.00	\$81,892.00	\$0.00
Justification: 1 PO Supervisor 2022-23 annual salary is approximately: \$ 81,892.00						
Total				\$227,831.00	\$227,831.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Probation Supervisor Fringe	1	\$41,773.00	\$41,773.00	\$41,773.00	\$0.00
Justification: Funds will be used to cover the fringe of 1 Probation Supervisor. Fringe is 51.01% of the total cost. (\$81,892.00 X 51.01% = \$41,773.00) Maintained costs from previous term.						
2	Probation Assistant Fringe	1	\$23,532.00	\$23,532.00	\$23,532.00	\$0.00
Justification: Funds will be used to cover the fringe of 1 Probation Assistant. Fringe is 51.01% of the total cost. (\$46,132.00 X 51.01% = \$23,531.93) Maintained costs from previous term.						
3	Probation Officers Fringe	1	\$50,912.00	\$50,912.00	\$50,912.00	\$0.00
Justification: Funds will be used to cover the fringe of 2 Probation Officers. Fringe is 51.01% of the cost for each officer. (\$99,807.00 X 51.01% = \$50,912.00)						
Total				\$116,217.00	\$116,217.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel and Training	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Justification: Travel and Training funds to cover RTA staff in 2022-23. This shall include travel expenses for home visits. (Estimated miles 1600 X .625 per mile = \$1,000.00)						
Total				\$1,000.00	\$1,000.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Alternatives to Detention	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Justification: Funds to cover electronic monitoring costs for 16 and 17 year old youth, units are rented as needed. 2022-23 estimated cost \$ 10,000. We expect to service approximately 20 youths, at approximately \$507 per youth. And funds to cover GPS monitoring for 16 and 17 year old youth. This will include the renting of equipment at a rate of \$3.80 per day of 7 units for 365 days for a total of \$9709.00 plus shipping fees. We could service approximately 14 youth.						
2	Parent Advocacy	1	\$19,790.00	\$19,790.00	\$19,790.00	\$0.00
Justification: Wrap Around services through a contract with ICAN, approximately 125 youth, \$158.32 per youth						
3	Interpreter Service	1	\$875.00	\$875.00	\$875.00	\$0.00
Justification: Interpreter to serve approximately 5 youth. Approximately 5 hours of interpretation at \$35 per hour. (5 hours X \$35.00 per hour X 5 youth = \$875.00)						
Total				\$40,665.00	\$40,665.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$385,713.00	\$385,713.00	\$0.00

Oneida County Probation Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds

	\$385,713.00	\$385,713.00	\$0.00
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Award Contract

Raise the Age

Project No.**Grantee Name**

RT23-1035-D00

Oneida County

05/11/2023

APPENDIX C, PAYMENT AND REPORTING**I. Special Payment and Reporting Provisions****For All Grantees:**

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required 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.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcngtrntfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in Appenix D. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor 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 interest.

Certified by - on

Award Contract**Raise the Age****Project No.****Grantee Name**

RT23-1035-D00

Oneida County

05/11/2023

APPENDIX D - Work Plan**Goal**

To implementation the Raise the Age (RTA) initiative. Note: Reimbursement will be based on actual incremental expenses related to Raise the Age activities including staffing.

Objective #1

The Oneida County Probation Department will hire personnel to support the increased workload resulting from Raise the Age Legislation for their county as outlined in their approved RTA plan.

Task #1 for Objective #1

Notify DCJS of any changes in personnel involved as outlined in the approved RTA plan.

Performance Measure

1 Reports will be submitted as outlined in reporting objective below.

Objective #2

Training and subsistence as outlined in the approved RTA plan.

Task #1 for Objective #2

Attend necessary trainings as outlined in the approved RTA plan.

Performance Measure

1 Maintain documentation regarding completion of training(s), and travel costs associated, if applicable.

Objective #3

To Provide Alternative to Detention services as outlined in the approved RTA plan.

Task #1 for Objective #3

Implement Alternative to Detention Services as outlined in the approved RTA plan.

Performance Measure

1 1. Provide DCJS with a copy of contract/agreement with provider, if applicable. 2. Reports will be submitted as outlined in reporting objective below.

Objective #4

To implement the provisions of NYS Exec. Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprise Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers.

Task #1 for Objective #4

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?

Objective #5

Report data as required by DCJS.

Task #1 for Objective #5

Reporting will be submitted on a quarterly basis utilizing the DCJS Raise the Age quarterly report template provided by DCJS. Reports will be submitted to the following mailbox dcjsRTAdata@dcjs.ny.gov within 30 days after the end of the quarter. In addition to the four required quarterly progress reports the grantee may be required to submit additional program data or information in accordance with timeframes and procedures established by DCJS.

#	Performance Measure
1	Submit reports as outlined above.

Award Contract

Raise the Age

Project No.

Grantee Name

RT23-1035-D00

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05/11/2023

Additional Special Conditions

The grantee agrees that the "approved RTA plan" language utilized within the contract shall mean the county's comprehensive Raise the Age plan, submitted pursuant to chapter 53 of the laws of 2018 and approved by the New York State Division of Budget.

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara



Sheriff Robert M. Maciol

May 25, 2023

FN 20 23-224

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office requests approval of a grant/reimbursement-based contract with the New York State Division of Homeland Security and Emergency Services which will enable the Sheriff's Office to purchase mobile data sharing equipment. The grant award is in the amount of \$67,831.00. This grant period is September 1, 2022 through August 31, 2025.

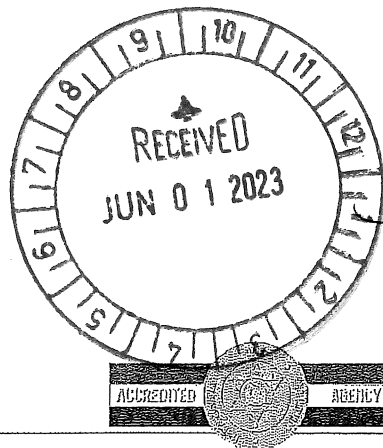
The funds obtained from this grant will be used to purchase mobile data equipment and vehicle location software. This equipment will be utilized to prevent terrorist attacks and protect the people of Oneida County, its critical infrastructure, and key resources. These funds will help us prepare for, respond to, and recover from terrorist attacks.

If you find the enclosed grant acceptable, I respectfully request that you forward it to the Board of Legislators for approval at their next meeting.

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 Legislator by

Anthony J. Picente, Jr.
County Executive

Date 6-1-23



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

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

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

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

Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Homeland Security
1220 Washington Avenue
Building 7A Suite 710
Albany NY, 12242

Title of Activity or Service: 2022 SLETPP Grant

Proposed Dates of Operation: 9/1/2022-8/31/2025

Client Population/Number to be Served: Oneida County Residents

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Grant/reimbursement-based contract of \$67,831.00 for terrorist attack response and prevention.
- 2) **Program/Service Objectives and Outcomes:** Assist the Sheriff's Office in preventing and responding to terrorist attacks.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$67,831.00

**Account #3113(costcenter)
A3382 (Revenue)**

Oneida County Dept. Funding Recommendation: \$67,831.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Grant for \$67,831.00 for responding and protecting people from terrorist attacks.

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C190151 (Contract Number)</p> <p><u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> WM2022 SLETPP <u>CFDA NUMBER:</u> 97.067 <u>DHSES NUMBERS:</u> WM22190151</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000 <u>SFS VENDER NO:</u> 1000002595 <u>DUN & BRADSTREET NO:</u> 075814186</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 09/01/2022 TO 08/31/2025 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$67,831.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u></p> <p><input type="text" value="n/a"/></p> <p>(Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>n/a</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has <input type="checkbox"/> has not <input type="checkbox"/> timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____ Date: _____</p> <p><u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>

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Award Contract

LETPP/SLETPP

Award Contract

Project No.

LE22-1011-D00

Grantee Name

Oneida County

05/08/2023

5/8/23, 1:13 PM

Award Contract

LETPP/SLETPP

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Budget Summary by Participant

Oneida County
 Oneida County Sheriffs Office - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mobile Data Terminals (MDTs) and Related Items	04HW-01-MOBL	1	\$25,587.00	\$25,587.00	\$25,587.00	\$0.00
Total					\$25,587.00	\$25,587.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Automatic Vehicle Location Software and Related Items	1	\$25,500.00	\$25,500.00	\$25,500.00	\$0.00
2	Wireless Data Fees and Related Items	1	\$16,744.00	\$16,744.00	\$16,744.00	\$0.00
Total				\$42,244.00	\$42,244.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$67,831.00	\$67,831.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$67,831.00	\$67,831.00	\$0.00

Award Contract**Project No.**

LE22-1011-D00

Grantee Name

Oneida County

05/08/2023

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

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

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

Reimbursement requests need to include the following documents:

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

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

B. Interim and/or Final Claims for Reimbursement

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

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

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue

Albany, NY 12242

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

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

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

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

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

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

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

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

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

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Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Rev. 07/2021

Certified by - on

Award Contract**Project No.**

LE22-1011-D00

Grantee Name

Oneida County

05/08/2023

Work Plan**Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Enhancing Information and Intelligence Sharing and Analysis

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities.

Task #1 for Objective #1

Purchase allowable law enforcement counter terrorism equipment (mobile data terminals, vehicle location software, etc.). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

- 1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement and counter terrorism capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #1

Acquire Services for information technology equipment.

Performance Measure

- 1 Services acquired or Maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the law enforcement counter terrorism capabilities in the jurisdiction.

Award Contract**Project No.**

LE22-1011-D00

Grantee Name

Oneida County

05/08/2023

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1¹

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

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

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

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

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

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

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

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

L. Notice:

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

- a. by certified or registered United States mail, return receipt requested;
- b. by facsimile transmission;
- c. by personal delivery;
- d. by expedited delivery service; or
- e. by e-mail.

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

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

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited

delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

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

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

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

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

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

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report

fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at

the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

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

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

2. Notice of Termination:

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

i. personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have

no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

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

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30)

calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the

quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

E. Records and Audits:

1. General:

- a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.
 - iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank

statements.

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

(Publicity) hereof.

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

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

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

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

basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor

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

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

1. General Provisions

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

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

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

2. Contract Goals

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

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

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

3. Equal Employment Opportunity (EEO)

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

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

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

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

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

one.

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

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

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

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

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

c. Staffing Plan

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

d. Workforce Employment Utilization Report

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

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

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

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

4. MWBE Utilization Plan

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

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

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

5. Waivers

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

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

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

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

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

M/WBE

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

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

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

EEO

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

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

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

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

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

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

S. Additional Terms

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

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

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

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

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

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed

Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral

technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

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

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

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

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

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

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or

potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <https://www.gao.gov/topics/auditing-and-financial-management>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and

- Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix. 6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

R. Remedies. In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex,

sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to

Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a 'Statement of Compliance,' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the 'Statement of Compliance' required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage

determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland 'Anti-Kickback' Act (Applicable to contracts for construction work greater than \$2,000)

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than \$100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of \$150,000)

Clean Air Act

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.
- b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.
- b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than \$25,000)

- a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than \$100,000)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors that apply or bid for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over \$10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --
i. Competitively within a time frame providing for compliance with the Agreement performance schedule
ii. Meeting agreement performance requirements; or
iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the 'Records') (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible

KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

ENDNOTES:

¹ To the extent that section V- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments 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.

⁸ Not applicable to not-for-profit entities.

VER 07/2022

Certified by - on

Award Contract

Project No.

LE22-1011-D00

Grantee Name

Oneida County

05/08/2023

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

- 1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <https://www.fema.gov/grants>.
- 2. All expenditures under this grant must support the Goals and Objectives outlined in the 2022-2025 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <https://www.dhSES.ny.gov/new-york-states-homeland-security-strategy>.
- 3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

- 1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
- 2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

- 1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.fema.gov/grants/tools/authorized-equipment-list>).
- 2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.
- 3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- 4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115 232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

D. Training & Exercise Related Activities

- 1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

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1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non compliance finding. For your convenience, the screening form is available at: <https://www.dhSES.ny.gov/environmental-planning-and-historic-preservation-ehp>.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training

no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

I. Threat Assessment Management (TAM) Training and Plan Requirement

In recognition of the evolving threat environment to include the growing trend of domestic violent extremism, DHSES is developing and implementing a program on prevention frameworks as it relates to the threat of domestic terrorism and targeted violence prevention. One of the core prevention strategies that is currently being deployed is the creation of county-level Threat Assessment Management (TAM) teams. Under the FY2022 SHSP/SLETPP guidance, subrecipients will be required to attend DHSES-sponsored event(s) as a condition of funding. Additionally, pursuant to Executive Order 18, all counties must complete a Domestic Terrorism Plan and submit that plan for review to DHSES by December 31, 2022.

J. National Cyber Security Review

1. Completion of the National Cybersecurity Review (NCSR) is a mandatory annual requirement under this Contract and a condition of funding. The NCSR will be open from October to December each year and enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nation's state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. It is a no-cost, membership-based community that includes 24/7 cybersecurity support, analysis and monitoring, and a central location for reporting threats and suspicious activities. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit <https://www.cisecurity.org/ms-isac/services/ncsr/> or email ncsr@cisecurity.org.

2. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

K. National Priorities

The FY2022 HSGP Notice of Funding Opportunity (NOFO) identified six priority areas: Cyber Security, Protection of Soft Targets/Crowded Places, Intelligence and Information Sharing, Combating Domestic Violent Extremism, Community Preparedness and Resilience, and Election Security. A minimum of 30% of the jurisdiction's overall award for the State Homeland Security Program (SHSP) must be allocated to the priority areas.



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

May 31, 2023

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York, 13501

FN 20 23-225

PUBLIC SAFETY **ECONOMIC DEVELOPMENT & TOURISM**

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an amendment to original grant (No. 145599) with the New York State Division of Homeland Security and Emergency Services which will enable the Sheriff's Office to purchase mobile data sharing equipment. While the grant award remains in the original amount of \$56,526.00, this amendment changes the prior grant's (i) start and end date (both by 30 days earlier, to its currently proposed term of September 1, 2021 to August 31, 2024), and (ii) budget allocation.

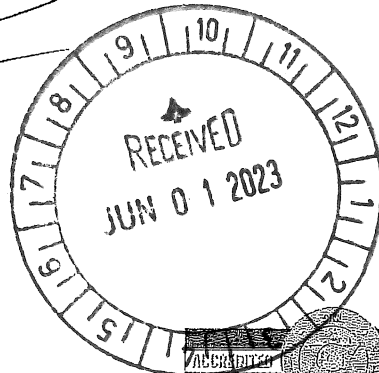
The funds obtained from this grant will be used to purchase mobile data equipment and vehicle location software. This equipment will be utilized to prevent terrorist attacks and protect the people of Oneida County, its critical infrastructure, and key resources. These funds will help us prepare for, respond to, and recover from terrorist attacks.

If you find the enclosed grant contract acceptable, I respectfully request that you forward it to the Board of Legislators for approval at their next meeting.

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 6-1-23

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Homeland Security
1220 Washington Avenue
Building 7A Suite 710
Albany NY, 12242

Title of Activity or Service: Amendment to 2021 SLETPP Grant

Proposed Dates of Operation: 9/1/2021-8/31/2024

Client Population/Number to be Served: Oneida County Residents

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Grant of \$56,526.00 for terrorist attack response and prevention.
- 2) **Program/Service Objectives and Outcomes:** Assist the Sheriff's Office in preventing and responding to terrorist attacks.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$56,526.00

Account #3113(costcenter)
A3382 (Revenue)

Oneida County Dept. Funding Recommendation: \$56,526.00

Proposed Funding Sources (Federal \$/State \$/County \$): State Grant

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Grant for \$56,526.00 for responding and protecting people from terrorist attacks.

<p><u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C835011 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> <u>CFDA NUMBER:</u> <u>DHSES NUMBERS:</u> WM21835011</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000 <u>SFS VENDER NO:</u> 1000002595 <u>DUN & BRADSTREET NO:</u> 075814186</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 09/01/2021 TO 08/31/2024 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$56,526.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <input type="text" value="n/a"/> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>n/a</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div></p>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> ___ 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 and Special Conditions <input checked="" type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: , Date: <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date:</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p>

Award Contract

Project No.

LE21-1008-D02

Grantee Name

Oneida County

05/08/2023

Award Contract

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Budget Summary by Participant

Oneida County

Oneida County Sheriffs Office - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mobile Data Terminals and Related Items	04HW-01-MOBL	1	\$18,426.00	\$18,426.00	\$18,426.00	\$0.00
Total					\$18,426.00	\$18,426.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Wireless Fees	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
2	Automatic Vehicle Location Software and Related Items	1	\$23,100.00	\$23,100.00	\$23,100.00	\$0.00
Total				\$38,100.00	\$38,100.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$56,526.00	\$56,526.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$56,526.00	\$56,526.00	\$0.00

Award Contract

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05/08/2023

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Oneida County

05/08/2023

Work Plan**Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Enhancing Information and Intelligence Sharing and Analysis

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities.

Task #1 for Objective #1

Purchase allowable law enforcement counter terrorism equipment (Mobile data terminals, Automatic Vehicle Location software, wireless data fees etc.). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement counter terrorism capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract

Project No.

LE21-1008-D02

Grantee Name

Oneida County

05/08/2023

Prior Contract Terms

Contract Start Date - 09/01/2021

Contract End Date - 08/31/2024

Contract Amount - \$56,526.00

Prior Contract Terms

Contract Start Date - 09/01/2021

Contract End Date - 08/31/2024

Contract Amount - \$56,526.00

APPENDIX X

AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01077

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES), and represents an amendment to the grant contract executed between DHSES and the Grantee Agency indicated in the E-Grants Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DHSES and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DHSES and the Grantee Agency.

All Certified Assurances for federal programs, and DHSES Contract Appendices are also available online for download at <http://www.dhSES.ny.gov/grants/>

Certified by - on

Award Contract**Project No.**

LE21-1008-D02

Grantee Name

Oneida County

05/08/2023

Special Conditions**I. ALL GRANT FUNDS:**

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <https://www.fema.gov/grants>

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhSES.ny.gov/planning/#strat>.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.fema.gov/authorized-equipment-list>).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

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conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

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2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

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5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at:
<http://www.dhSES.ny.gov/grants/eph.cfm>.

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1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

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1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or

she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient ; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

I. National Cyber Security Review

1. Completion of the National Cybersecurity Review (NCSR) is a mandatory annual requirement under this Contract and a condition of funding. The NCSR will be open from October to December each year and enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nation's state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. It is a no-cost, membership-based community that includes 24/7 cybersecurity support, analysis and monitoring, and a central location for reporting threats and suspicious activities. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit <https://www.cisecurity.org/ms-isac/services/ncsr/> or email ncsr@cisecurity.org.

2. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

J. National Priorities

The FY2021 HSGP Notice of Funding Opportunity (NOFO) identified five priority areas: Cyber Security, Protection of Soft Targets/Crowded Places, Intelligence and Information Sharing, Addressing Emerging Threats, and Combating Domestic Violent Extremism. A minimum of 22.5% of the jurisdiction's overall award for the State Homeland Security Program (SHSP) must be allocated to the four priority areas as outlined below:

1. Cyber Security - 7.5%
2. Protection of Soft Targets/Crowded Places - 5%
3. Intelligence and Information Sharing - 5%
4. Addressing Emerging Threats - 5%

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

May 24, 2023

FN 20 23-226

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

PUBLIC SAFETY ECONOMIC DEVELOPMENT & TOURISM
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a 2023 Supplemental Appropriation of Funds of \$2,201. These funds will be used for the purchase of three evidence storage lockers assigned to the enhanced walk-through multi-zone metal detectors. These lockers will be installed at the DMV's at both Utica and Rome and the Rome DSS Office with the metal detectors.

This supplemental appropriation is supported by unbudgeted revenue from housing juveniles in the Oneida County Jail; Account A3150.3389-115.

I respectfully request that this matter be acted on at the next Board of Legislators meeting.

<u>Expense Account for the Supplemental Appropriation</u>	<u>Amount</u>
A3120.290-000 Other Equipment	\$2,201

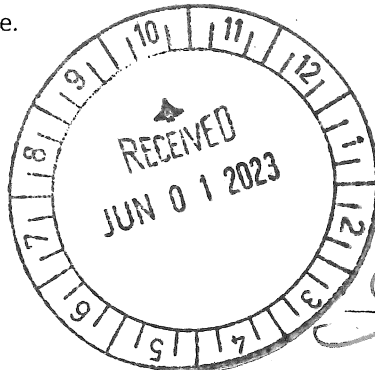
The Supplemental Appropriation will be fully supported by:

<u>Revenue Account</u>	<u>Amount</u>
A3150.3389-115 Public Safety Reimb. Juveniles	\$2,201

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 Legislator by

Anthony J. Picente, Jr.
County Executive

Date 5-30-23

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

May 24, 2023

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 23-227
PUBLIC SAFETY
ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has received insurance payments in the amount of \$16,855.37 for various claims. I would like to request a 2023 Supplemental Appropriation of Funds in the amount for the Sheriff Auto Fleet Repairs.

I respectfully request your Board approval for the following **2023** supplemental appropriation:

TO:		
A3110 3110.451-100	Automotive Repairs	\$16,855.37

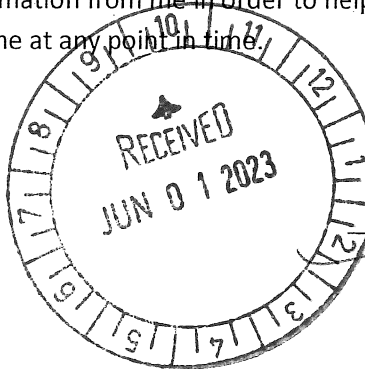
This supplemental appropriation will be fully supported by anticipated revenue in:

A3110. 3110 2680-000	Insurance Recoveries - Sheriff	\$16,855.37
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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 Legislator by

Anthony J. Picente, Jr.
County Executive

Date 5-30-23

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

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6065 Judd Road Oriskany, NY 13424
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Civil Division
200 Elizabeth Street Utica, NY 13501
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Fax (315) 798-6495

Office of the Sheriff

County of Oneida



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

May 24, 2023

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 23-228

PUBLIC SAFETY ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a 2023 Supplemental Appropriation of Funds of \$29,000. These funds will be used for the purchase of a DJI Mavic 3 Thermal Drone, a Lemur 2 Drone and related equipment for both.

This supplemental appropriation is supported by unbudgeted revenue from housing juveniles in the Oneida County Jail; Account A3110 3150.3389-115.

I respectfully request that this matter be acted on at the next Board of Legislators meeting.

<u>Expense Account for the Supplemental Appropriation</u>	<u>Amount</u>
A3110 3120.290-000 Other Equipment	\$29,000

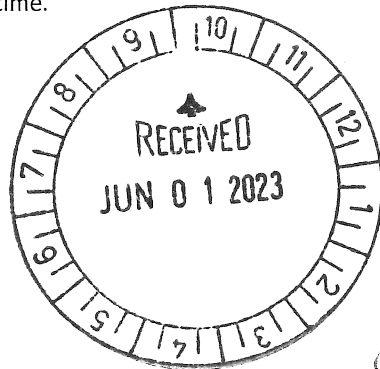
The Supplemental Appropriation will be fully supported by:

<u>Revenue Account</u>	<u>Amount</u>
A3110 3150.3389-115 Public Safety Reimb. Juveniles	\$29,000

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,

[Signature]
Robert M. Maciol,
Oneida County Sheriff



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

[Signature]
Anthony J. Picente, Jr.
County Executive

Date 5-30-23



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

NICHOLAS P. DIGENNARO, P.E., CFM
Interim Commissioner

May 25, 2023

FN 20 23-229

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

This is a request to consider agreements between the County of Oneida and the interested Cities, Towns, and Villages for pavement marking for the 2023 season.

Attached is the proposed 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 2023 season. The County purchases the materials and is reimbursed by the various municipalities.

I respectfully request that this agreement be forwarded to the Public Works and Ways and Means Committees for their consideration, with presentation to the Board of Legislators at their next regular scheduled meeting.

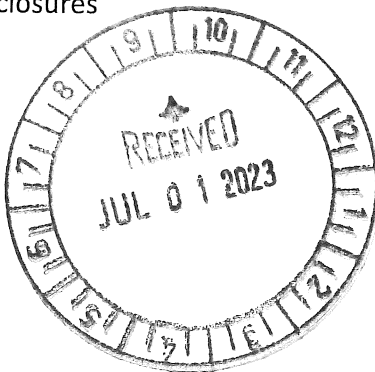
Thank you in advance for your consideration.

Sincerely,

Nicholas DiGennaro

Nicholas P. DiGennaro, P.E., CFM
Interim Commissioner – Department of Public Works
Deputy Commissioner – Division of Engineering

Enclosures



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 5-30-23

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Municipalities in Oneida County

Title of Activity or Service: Striping of various roads for cities, towns and villages within Oneida County

This contract is to be used as the master template for all pavement marking contracts for 2023

Proposed Dates of Operation: May 1, 2023, to November 1, 2023

Client Population/Number to be Served: All those who travel on Oneida County Roads

Mandated/Non-Mandated: Non-mandated

Summary Statements

- 1) **Narrative Description of Proposed Services:** Painting centerlines 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 traveling public.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$TBD **Account # D1710 (Revenue)**

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

INTERMUNICIPAL AGREEMENT FOR PAVEMENT MARKING 2023

This Intermunicipal Agreement for Pavement Marking 2023 (the “Agreement”) is 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 _____ of _____ (hereinafter referred to as “Municipality”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____. County and Municipality are each a “Party” and together, the “Parties”.

WITNESSETH:

WHEREAS, the Municipality and County desire that the County perform pavement marking on improved Municipality roads; and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations may enter into agreements for the performance of services among themselves, or one for the other; and

WHEREAS, the governing body of the Municipality has adopted a resolution authorizing the Municipality to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution authorizing the County to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Municipality agree as follows:

1. TERM OF AGREEMENT

1.1. The term of this Agreement shall begin May 1, 2023 and continue until November 1, 2023.

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 Municipality roads (hereinafter the “Roads”) described in the attached **EXHIBIT A**.

2.2. Municipality 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 (#) miles of centerlines and NUMBER (X) miles of edge lines shall be marked pursuant to this Agreement, described with specificity in **EXHIBIT A**.

2.4. Municipality shall be responsible for identifying passing zones and no passing zones and shall pre-mark the Roads as such. County shall apply centerlines as indicated by Municipality.

2.5. Municipality 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 perform the Work and 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 employ or engage the services of subcontractors as County deems necessary to perform the Work.

4. PAYMENT

4.1. Municipality shall pay County for all labor, materials, machinery, and equipment used to perform the Work.

4.2. The estimated cost per mile for the centerline, consisting of two four-inch lines shall be Eight Hundred Eighty Dollars and Three Cents (\$880.03), as depicted in **EXHIBIT B**.

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 One Thousand Two Hundred Seventy-One Dollars and Sixty-Eight Cents (\$1,271.68), as depicted in **EXHIBIT B**.

4.4. The Parties agree that the base amount under this Agreement shall be DOLLARS (\$\$\$\$\$).

5. ADDITIONAL WORK

5.1. Any additional pavement marking requested by Municipality shall be at the same rates. Municipality shall submit in writing its request for additional pavement marking.

6. INDEMNIFICATION

6.1. County shall defend, indemnify, and hold harmless Municipality 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. Municipality shall defend, indemnify, and hold harmless County 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 the intentional misconduct or negligent acts of Municipality, including, without limitation, negligent identification or preparation of the Roads by Municipality, 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 their employees, to Municipality shall be that of independent contractors. In accordance with their status, County, its subcontractors, and their employees covenant and agree that they will neither hold themselves out as, nor claim to be, officers or employees of Municipality and that they will not make any

claim, demand, or application for any right or privilege applicable to officers or employees of Municipality.

9. TERMINATION

9.1. Each Party shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other.

9.2. Municipality shall have the right to terminate this Agreement, for cause, immediately.

10. SEVERABILITY

10.1. If any provision of this Agreement is adjudicated to be void or unenforceable, 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. Exhibits A and B are 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.

13.2. This Agreement may not be amended except through a written agreement of the Parties.

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. This Agreement shall be construed according to the laws of the State of New York without regard to its conflicts of laws rules or principles. 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.

14.3. Each Party shall be deemed to be required to perform all of its respective obligations under this Agreement, at its own expense, except to the extent that this Agreement specifies otherwise.

14.4. 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.

14.5. 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 Municipality’s signatory hereby represents, warrants, personally guarantees, and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Municipality of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Municipality. No other action on the part of the Municipality or any other person or entity, are necessary to authorize the Municipality’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.

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

[MUNICIPALITY]

By:

By:

Anthony J. Picente, Jr.
Oneida County Executive

NAME
Title

APPROVED

By:

Andrew Dean, Esq
Assistant County Attorney

EXHIBIT B
MATERIAL COST FOR PAINTING
ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

January 23, 2023

<u>COST FOR ONE (1) MILE OF CENTER LINE YELLOW PAINT FOR TWO (2) 4" LINES ONE WAY</u>				
ITEM	AMOUNT	UNIT	PRICE PER	TOTAL
Yellow Striping Paint per Gallon	30	GALLONS	12.21	\$ 366.30
7 Lb Beads per Gallon	182	POUNDS	0.443	\$ 80.63
Equipment				\$ 168.73
Labor				\$ 264.37
COST FOR ONE (1) MILE OF CENTER LINE YELLOW PAINT			TOTAL:	\$ 880.03

<u>COST FOR ONE (1) MILE OF EDGE LINE WHITE PAINT FOR TWO (2) 6" LINES ONE WAY</u>				
ITEM	AMOUNT	UNIT	PRICE PER	TOTAL
Yellow Striping Paint per Gallon	32	GALLONS	9.57	\$ 306.24
7 Lb Beads per Gallon	224	POUNDS	0.443	\$ 99.23
Equipment				\$ 337.46
Labor				\$ 528.75
COST FOR ONE (1) MILE OF EDGE LINE WHITE PAINT			TOTAL:	\$ 1,271.68



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

NICHOLAS P. DIGENNARO, P.E., CFM
 Interim Commissioner

May 25, 2023

FN 20 23-230

Anthony J. Picente Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

On December 13, 2022, a fire destroyed the Department of Public Works barn in the Village of Camden (Village), resulting in the loss of all stored highway maintenance equipment. In keeping with the Intermunicipal Agreement, the County loaned the Village a truck with snowplow attachment, more particularly described as a 2021 International HV507 Chassis with plow/sander body, VIN # 3HAETAR9ML180575 (Vehicle).

The Village has attempted to purchase a new truck, but the lead time is a minimum of 18-24 months. To honor the intent of the Inter-Municipal Shared Services Agreement and to aid the Village of Camden in providing critical snow and ice control operations, it would be in the best interest of both parties for the County to sell the Vehicle to the Village for the price of one hundred eighty-four thousand thirty-two dollars and zero cents (\$184,832.00). This price is the original purchase price paid by the County.

If acceptable, please forward the enclosed Agreement for Sale of Vehicle to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Nicholas DiGennaro

Nicholas P. DiGennaro, P.E., CFM
 Interim Commissioner – Department of Public Works
 Deputy Commissioner – Division of Engineering

Enclosures



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by

Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive

Date 5-30-23

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Village of Camden
14 Church Street
Camden, NY 13316

Title of Activity or Service: Sale of Truck to Village of Camden in Furtherance of
Intermunicipal Agreement

Proposed Dates of Operation: Upon Execution

Client Population/Number to be Served: County of Oneida Residents

Summary Statements

1) Narrative Description of Proposed Services:

The County of Oneida and the Village of Camden entered into an intermunicipal agreement in 2021 whereby they agreed to share machinery and equipment to maintain roads and highways. In December 2022, a fire destroyed the Village's Public Works barn and its stored highway maintenance equipment. Pursuant to the intermunicipal agreement, the Department of Public Works loaned the Village a truck with snowplow attachment, more particularly described as a 2021 International HV507 Chassis with plow/sander body, VIN #3HAETAR9ML180575. The Department now wishes to sell the truck and attachments to the Village for its original purchase price in order to assist the Village in meeting its snow removal objectives and to further the purposes of the intermunicipal agreement. For the Village to purchase a new truck would take 18-24 months.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding	Account #:	M2650.000
	Total Funding Requested:	\$184,832.00
	Oneida County Dept. Funding Recommendation:	\$184,832.00

Proposed Funding Sources	Federal:	
	New York State:	
	County:	
	Village of Camden:	\$184,832.00

Past Performance Data: N/A

O.C. Department Staff Comments: To honor the intent of the Inter-Municipal Shared Services Agreement and to aid the Village of Camden in providing critical snow and ice control operations.

AGREEMENT FOR SALE OF VEHICLE

THIS AGREEMENT FOR SALE OF VEHICLE (“Agreement”), dated as of _____, 2023 (“Effective Date”), is by and between **THE COUNTY OF ONEIDA**, a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501 (“County”) and **THE VILLAGE OF CAMDEN**, a New York municipal corporation with its principal offices at 14 Church Street, Camden, New York 13316 (“Village”). The County and Village are referred to herein each as a “Party” and together as the “Parties.”

RECITALS:

WHEREAS, the Parties executed an Inter-Municipal Shared Services Agreement (the “Intermunicipal Agreement”), dated September 14, 2021, whereby they agreed to share machinery and equipment to maintain roads and highways; and

WHEREAS, pursuant to the Intermunicipal Agreement, the County loaned the Village a truck with snowplow attachment, more particularly described as a 2021 International HV507 Chassis with plow/sander body, VIN # 3HAETAR9ML180575 (the “Vehicle”); and

WHEREAS, to further the purposes of the Intermunicipal Agreement and to aid the Parties in the clearing of roads and other uses, the Parties wish for the County to sell the Vehicle to the Village; and

WHEREAS, General Municipal Law Section 119-o authorizes the Parties to contract for the sale of personal property; and

WHEREAS, Pursuant to County of Oneida Procurement Policy Section 7-105, the County Board of Legislators has determined that the sale of the Vehicle to the Village does not require the solicitation of alternative offers because the sale furthers the purposes of the Intermunicipal Agreement and is therefore in the best interests of the County and its residents; and

WHEREAS, the Oneida County Board of Legislators and the Camden Village Board of Trustee have adopted resolutions approving this Agreement and authorizing its execution.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Sale of Vehicle**. The County sells the Vehicle to the Village for the price of one hundred eighty-four thousand thirty-two dollars and zero cents (\$184,832.00) (the “Purchase Price”). The Village shall pay the Purchase Price by cashier’s check, money order, or wire transfer on the Effective Date, time being of the essence. Upon receipt of the Purchase Price, the County shall convey title to the Vehicle to the Village. The County shall execute all documents presented by the Village that are necessary to finalize the transfer of title and registration of the Vehicle to the Village.

2. Delivery of Vehicle. The County shall deliver the Vehicle to the Village and the Village shall take possession of the Vehicle on the Effective Date.

3. Insurance and Tags. Any insurance coverage, license, tags, plates or registration maintained by the County on the Vehicle shall be cancelled upon delivery of the Vehicle to, and acceptance of the Vehicle by, the Village.

4. County Representations. The County represents that upon the Effective Date, the mileage of the Vehicle is 8,631 miles. The Vehicle has not been wrecked, destroyed, or damaged to such an extent that the total estimate, or actual cost, of parts and labor to rebuild or reconstruct the Vehicle to the condition it was in before an accident, and to make the Vehicle legal to operate on the road or highways, is more than 75% of the retail value of the Vehicle at the time of loss. The Vehicle has not been modified from the original manufacturer specifications without extending the chassis or lengthening the wheel-base.

5. Village Diligence. The Village acknowledges and represents that it has been afforded the opportunity to have the Vehicle appraised by a qualified appraiser of its choosing and that it has been afforded the opportunity to have the Vehicle inspected by a qualified licensed mechanic of its choosing, and that the Village has either conducted an appraisal and inspection of the Vehicle or has declined to conduct an appraisal and inspection of the Vehicle.

6. Cooperation and Best Efforts. The County and Village shall cooperate and use their best efforts to complete all procedures as may be required by the New York State Department of Motor Vehicle to transfer possession, ownership, and registration of the Vehicle from the County to the Village.

7. DISCLAIMER OF WARRANTIES. OTHER THAN AS PROVIDED IN SECTION 4 OF THIS AGREEMENT, THE COUNTY SELLS THE VEHICLE TO THE VILLAGE IN "AS IS" CONDITION, SUBJECT TO ALL FAULTS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY OF SERVICIBILITY.

8. Village Indemnification of County. The Village shall on behalf of itself, its officers, employees, agents, and representatives, defend, indemnify and hold the County and its officers, employees, agents and representatives harmless from any and all claims, losses, expenses or damages of any kind whatsoever, including reasonable attorneys' fees and disbursements, arising from or related to the injury to or death of any person and the damage to or loss of any property arising from: (a) the condition of the Vehicle; and (b) the Village's or its employees' or its agents use of the Vehicle.

9. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, (a) the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid,

illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent under this Agreement.

10. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

11. Representation By Counsel. The County and the Village have each been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and not against the drafter. The titles to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

12. Entire Agreement; Changes to Agreement. This Agreement contains the entire agreement of the County and the Village with respect to the subject matter hereof and no oral statement or written matter prior to the date of this Agreement shall have any effect or force. This Agreement may not be changed, modified, amended, waived, superseded, renewed, extended or terminated orally, but only by an agreement in writing signed by the County and the Village, and in the case of a waiver, by the Party waiving compliance.

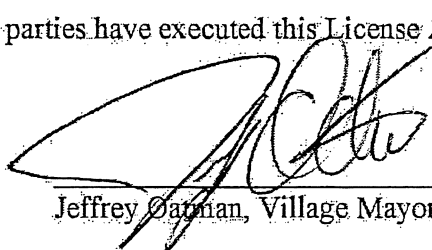
13. Survival. The Village's indemnity obligations and all other rights of the County and the Village that by their nature would arise after the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

14. Addendum. The Addendum—Standard Oneida County Conditions, is annexed hereto as Exhibit A and incorporated as if fully set forth herein.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date.

VILLAGE OF CAMDEN:



Jeffrey Garman, Village Mayor

COUNTY OF ONEIDA:

Anthony J. Picente, Jr., County Executive

Approved

Andrew Dean, Esq., Assistant County Attorney

Exhibit A

(Addendum-Standard Oneida County Conditions)

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 NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

NICHOLAS P. DIGENNARO, P.E., CFM
 Interim Commissioner

May 25, 2023

FN 20 23-231

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 2022 Mowing Agreements that Oneida County intends to establish with various towns and the City of Rome to mow County roads within their respective municipalities. 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 one of these agreements.

Under the proposed Master Template, the municipalities will receive four hundred twenty-five dollars (\$425.00) per mile in 2023.

If you concur with this request, please forward to the Public Works and Ways & Means Committees for approval, to be followed by presentation to the full Board of Legislators at their earliest convenience.

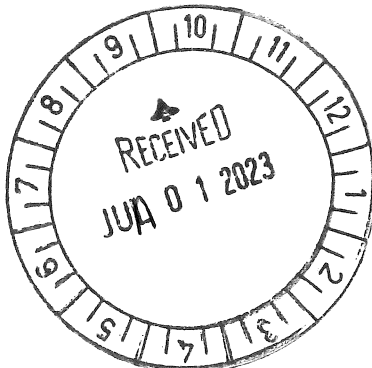
Thank you in advance for your consideration.

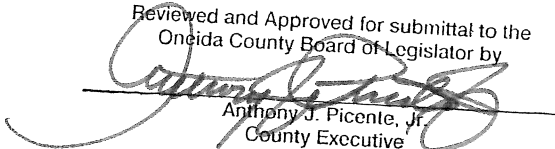
Sincerely,

Nicholas DiGennaro

Nicholas P. DiGennaro, P.E., CFM
 Interim Commissioner – Department of Public Works
 Deputy Commissioner – Division of Engineering

Enclosures



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by

 Anthony J. Picente, Jr.
 County Executive
 Date 5-30-23

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**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, 2023 to November 1, 2023

Client Population/Number to be Served: Oneida County residents and those who travel on Oneida County roads

Mandated/Non-Mandated: Non-mandated

Summary Statements

- 1) **Narrative Description of Proposed Services:** Participating municipalities are to mow along Oneida County roads in right-of-ways and around intersections at the rate of \$425.00 per mile.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: Up to \$15,431.75 per participating municipality. (See Roadside Mowing Costs spreadsheet for maximum per municipality). Estimated total is \$252,233.25 **Account # D5110.495**

Oneida County Dept. Funding Recommendation: NTE \$252,233.25

Proposed Funding Sources (Federal \$/ State \$/County \$): County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This agreement is an effort to utilize existing resources to accomplish a common goal.

INTERMUNICIPAL AGREEMENT FOR MOWING 2023

This Intermunicipal Agreement for Mowing 2023 (the “Agreement”) is 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 the _____ of _____ (hereinafter referred to as the “Municipality”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____. County and Municipality are each a “Party” and together, the “Parties”.

WHEREAS, the County proposes that Municipality perform roadside mowing on the improved County road system located within the geographical boundaries of the Municipality for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the governing board of the Municipality has adopted a resolution accepting the proposal of the County and authorizing the Municipality to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution authorizing the County to enter into 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, 2023 to November 1, 2023.

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 Municipality 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 the Municipality, further described in the 2022 Roadside Mowing Costs summary, attached hereto and made a part hereof as **EXHIBIT A**.

2.3 The Municipality 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 Municipality shall mow the right-of-way portions of the Roads in the following order:

2.4.1 A first pass, which shall include ditches and around all intersections and driveways;

2.4.2 A second pass, which shall include all of the County's right-of-way, as practicable; and

2.4.3 A third pass, which shall be at the option of the County's Deputy Commissioner of Highways and Bridges, or his designee, and shall include ditches and around all intersections and driveways.

3. PERFORMANCE OF WORK

3.1 The Municipality shall secure and maintain safe Work sites and conditions in accordance with all applicable state and federal laws. In particular, the Municipality 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 Municipality 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 Municipality shall be responsible for providing its employees and/or subcontractors all necessary safety equipment. It shall take all appropriate precautions for the safety of employees or subcontractors on the Work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.

3.4 The Municipality 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 Municipality 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 Municipality Four Hundred Twenty-Five Dollars and Zero Cents (\$425.00) per mile, for a total cost not to exceed Number Dollars (\$#.00).

- 4.2 The County shall pay Municipality on a Work-completed basis. In order to receive payment, the Municipality shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Municipality to complete the Work.
- 4.3 The County shall have no liabilities to the Municipality 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 the Municipality'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 Municipality 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 Municipality may, at the Municipality'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 Municipality to perform any of the Work described herein.
- 6.3 The Municipality agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Municipality proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Municipality 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 Municipality 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

7.1 The obligations of the Municipality 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 Municipality agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, servants 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 Municipality 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 Municipality or failure on the part of the Municipality to comply with any of the covenants, terms or conditions of this Agreement. The Municipality 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 Municipality further shall save the County harmless from all claims for labor or materials used in the Municipality's performance under this Agreement.

8. INSURANCE REQUIREMENTS

8.1 The Municipality 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 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. Contractor 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. The 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: Municipality 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 Municipality of any of the insurance requirements, nor decrease the liability of the Municipality. The County reserves the right to require Municipality to provide insurance policies for review by the County. Municipality grants the County a limited power of attorney to communicate with the Municipality'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 Municipality 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, 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 Municipality shall be solely responsible for all applicable taxes, payroll deductions, workers’ compensation insurance, and provision of health insurance where required. The Municipality 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 Municipality of any breach of the terms and conditions of this Agreement. The Municipality 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 Municipality 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 payments, Municipality expenses, 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 Party. 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 Municipality by certified mail. In such an event, the County shall be under no further obligation to the Municipality 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, if appropriate, 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 Municipality shall abide by the Addendum - Standard Oneida County Conditions, which incorporated herein and attached 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 terms, 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 Municipality’s signatory hereby represents, warrants, personally guarantees and certifies that: he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; and the execution and delivery by the Municipality’s signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of

the Municipality. 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.

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IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

[MUNICIPALITY]

Anthony J. Picente, Jr.
County Executive

[Name]
[TITLE]

APPROVED

Andrew Dean, Esq.
Assistant County Attorney

Date: _____

EXHIBIT A
2023 MASTER LIST

Town	County Centerline Miles	Rate Per Mille	Cost
ANNSVILLE	16.92	\$ 425.00	\$ 7,191.00
AUGUSTA	18.42	\$ 425.00	\$ 7,828.50
AVA	15.82	\$ 425.00	\$ 6,723.50
BOONVILLE	17.86	\$ 425.00	\$ 7,590.50
BRIDGEWATER	13.34	\$ 425.00	\$ 5,669.50
CAMDEN	24.25	\$ 425.00	\$ 10,306.25
DEERFIELD	17.82	\$ 425.00	\$ 7,573.50
FLORENCE	26.17	\$ 425.00	\$ 11,122.25
FLOYD	27.00	\$ 425.00	\$ 11,475.00
FORESTPORT	15.30	\$ 425.00	\$ 6,502.50
KIRKLAND	24.36	\$ 425.00	\$ 10,353.00
LEE	23.01	\$ 425.00	\$ 9,779.25
MARCY	27.85	\$ 425.00	\$ 11,836.25
MARSHALL	17.13	\$ 425.00	\$ 7,280.25
NEW HARTFORD	20.37	\$ 425.00	\$ 8,657.25
PARIS	27.40	\$ 425.00	\$ 11,645.00
REMSSEN	21.02	\$ 425.00	\$ 8,933.50
ROME	17.42	\$ 425.00	\$ 7,403.50
SANGERFIELD	14.80	\$ 425.00	\$ 6,290.00
STEUBEN	22.64	\$ 425.00	\$ 9,622.00
TRENTON	28.05	\$ 425.00	\$ 11,921.25
VERNON	22.03	\$ 425.00	\$ 9,362.75
VERONA	34.32	\$ 425.00	\$ 14,586.00
VIENNA	18.92	\$ 425.00	\$ 8,041.00
WESTERN	17.32	\$ 425.00	\$ 7,361.00
WESTMORELAND	36.31	\$ 425.00	\$ 15,431.75
WHITESTOWN	27.64	\$ 425.00	\$ 11,747.00
TOTALS	593.49		\$ 252,233.25

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.



ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

NICHOLAS P. DIGENNARO, P.E., CFM
 Interim Commissioner

May 25, 2023

FN 20 23-232

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 2023 Ditching Agreements that Oneida County intends to establish with various towns and the City of Rome to ditch County roads within their respective municipalities.

Under the proposed Master Template, the municipalities will receive a maximum of three hundred forty dollars (\$340.00) per hour, up to a maximum of forty (40) hours for the term of this agreement, for a not-to-exceed total of \$13,600.00 per municipality.

If you concur with this request, please forward to the Public Works and Ways & Means Committees for approval, to be followed by presentation to the full Board of Legislators at their earliest convenience.

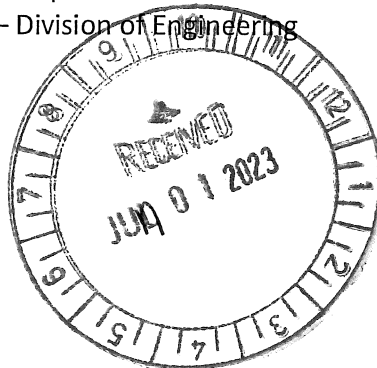
Thank you in advance for your consideration.

Sincerely,

Nicholas DiGennaro

Nicholas P. DiGennaro, P.E., CFM
 Interim Commissioner – Department of Public Works
 Deputy Commissioner – Division of Engineering

Enclosures



Reviewed and Approved for submittal to the
 Oneida County Board of Legislator by

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
 County Executive

Date 5-30-23

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Municipalities in Oneida County

Title of Activity or Service: Ditching along County Roads

Proposed Dates of Operation: May 1, 2023 to November 1, 2023

Client Population/Number to be Served: Oneida County Residents and those who travel on Oneida County Roads

Mandated/Non-Mandated: Non-mandated

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:** N/A

Total Funding Requested: Up to \$13,600 per participating municipality. NTE \$367,200.00 **Account # D5110.495**

Oneida County Dept. Funding Recommendation: Up to \$13,600 per municipality; NTE \$367,200.00

Proposed Funding Sources (Federal \$/ State \$/County \$): County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This agreement is an effort to utilize existing resources to accomplish a common goal.

INTERMUNICIPAL AGREEMENT FOR DITCHING 2023

This Intermunicipal Agreement for Ditching (the “Agreement”) is by and between the County of Oneida (“County”), a New York municipal corporation with principal offices located at 800 Park Avenue, Utica, New York 13501, and _____ (“Municipality”), a New York municipal corporation with principal offices located at _____. The County and the Municipality are each a “Party,” and collectively, the Parties.

WHEREAS, the County proposes that the Municipality perform roadside ditching services on the improved County road system located within the geographical boundaries of the Municipality for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, pursuant to General Municipal Law Section 119-o, the Parties may contract for the provision of services; and

WHEREAS, the governing body of the Municipality has adopted a resolution accepting the proposal of the County and authorizing the Municipality to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution authorizing the County to enter into 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, 2023, to November 1, 2023.
- 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 Municipality shall ditch, trench, excavate and drain the right-of-way portions of County roads within the geographical boundaries of the Municipality, or within the designated areas as directed by the County (hereinafter referred to as the “Work”).
- 2.2 The Municipality shall remove, transport, and dispose of excess soil removed from said right-of-way portions of roads.
- 2.3 The Municipality 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 Municipality agrees to expend up to forty (40) hours of Work over the term of this Agreement.

3. PERFORMANCE OF WORK

3.1 The Municipality shall secure and maintain safe Work sites and conditions in accordance with applicable state and federal laws. The Municipality 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 Municipality 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 Municipality shall be responsible for providing its employees and/or subcontractors all necessary safety equipment. 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 Municipality 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 Municipality 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 Municipality 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 Municipality during the term of this agreement.

- 4.3 The County shall provide payment to the Municipality on a work-completed basis. The Municipality shall submit a detailed invoice to the County that provides the dates, locations, equipment and labor used by the Municipality to complete the Work in order to receive payment.
- 4.4 The County shall have no liabilities to the Municipality 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 the Municipality'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 Municipality 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 Municipality may, at the Municipality'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 Municipality to perform any of the Work described herein.
- 6.3 The Municipality agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Municipality proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Municipality 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 Municipality 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

7.1 The obligations of the Municipality 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 Municipality agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, servants 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 Municipality and its agents, subcontractors, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Municipality or failure on the part of the Municipality to comply with any of the covenants, terms or conditions of this Agreement. The Municipality shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County. The Municipality further shall save the County harmless from all claims for labor or materials used in the Municipality's performance under this Agreement.

8. INSURANCE REQUIREMENTS

8.1 The Municipality 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 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. Contractor 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. The 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 Municipality 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, 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 Municipality shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Municipality 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 Municipality of any breach of the terms and conditions of this Agreement. The Municipality 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 Municipality 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 payments, Municipality expenses, 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 Party. 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 Municipality by certified mail. In such an event, the County shall be under no further obligation to the Municipality 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, if appropriate, 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 adjudicated to be void or unenforceable, 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 A**.

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 terms, 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 Municipality’s signatory hereby represents, warrants, personally guarantees and certifies that: (a) he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; and (b) the execution and delivery by the Municipality’s signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body

of the Municipality. 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

[MUNICIPALITY]

Anthony J. Picente, Jr.
County Executive

[name]
[Mayor/Town Supervisor]

Date _____

Date _____

Approved:

Andrew Dean, Assistant County Attorney

Date: _____

Exhibit A

(Addendum - Standard Oneida County Conditions)

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

The parties to the foregoing Agreement (hereinafter, "Contract"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract. As used herein, the term "Contractor" shall mean the Municipality.

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.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and

limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal

property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law

will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an

opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used

for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

June 1, 2023

Gerald Fiorini, Chairman
Board of Legislators
Oneida County
800 Park Avenue
Utica, NY 13501

FN 20 23 233

PUBLIC WORKS

WAYS & MEANS

Dear Chairman:

In the Commissioner of Department of Public Works letter, dated May 24, 2023, he respectfully requests to accept a Federally Funded bridge structural replacement project for a local municipality in Oneida County. The Commissioner also discusses how New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. As such, with your Boards approval it necessary to amend the Capital Project to include the new project at the Gridley Paige Road Bridge which will not include any Oneida County funding.

I therefore request your Board's approval to amend **Capital Project H-DPW – 045 – 89892 – Capital Outlay – Home and Community:**

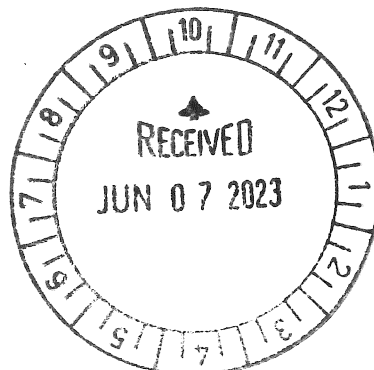
	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Federal Aid DPW 045-4597	\$ 5,499,200.00	\$ 689,700.00	\$ 6,188,900.00
Bonding DPW 045-	\$ 396,000.00	\$ 00.00	\$ 396,000.00
Other Unclassified – DPW 045-2770-500	\$ 978,000.00	\$ 36,300.00	\$ 1,014,300.00
Totals	<u>\$ 6,873,200.00</u>	<u>\$ 726,000.00</u>	<u>\$ 7,599,200.00</u>

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Commissioner DPW





ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
315-798-5742 ♦ Fax: 315-798-6425

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FN 20 23-234

June 6, 2023

PUBLIC WORKS

The Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

RE: Sale of Parcel of Land Located on Railroad Street in the City of Utica, New York

Dear County Executive Picente:

The County is the owner in fee of a certain parcel of land described as a vacant lot measuring approximately 88 x 25 feet and located on Railroad Street in the City of Utica directly behind the former Children’s Museum, and had been used as a part of a larger parking area.

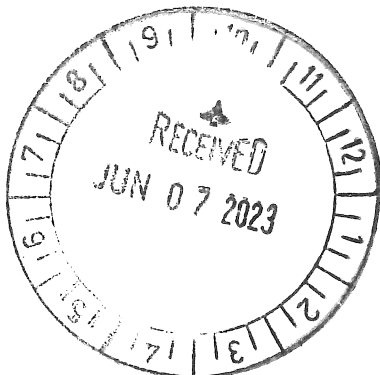
This particular parcel is no longer necessary for public use and pursuant to County Law, we are seeking permission from the Oneida County Board of Legislators to sell the premises to the highest responsible bidder after public advertisement in accordance with the law. The parcel shall be conveyed by a quit-claim deed. The notice of sale will also provide that the successful bidder shall pay all expenses of the sale including recording fees, abstract costs, if any, subdivision expenses, survey costs and appraisal fees, and advertising costs.

If you concur, I would request that you forward this letter to the Board of Legislators for consideration and action.

If you should have any questions, please contact me.

Respectfully,

John S. Balzano, Esq., of counsel to Peter M. Rayhill



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 6-7-23



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
315-798-5742 ♦ Fax: 315-798-6425

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FN 20 23-235

June 20, 2023

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

PUBLIC WORKS

WAYS & MEANS

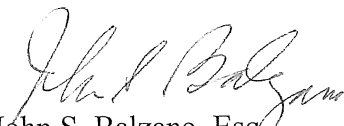
RE: Centro of Oneida, Inc.

Dear County Executive Picente:

Enclosed, please find a proposed lease between Centro of Oneida, Inc. and Oneida County to allow Centro to lease the existing Bus Garage located at Leland Avenue, Utica, New York for a period of three years commencing June 1, 2023.

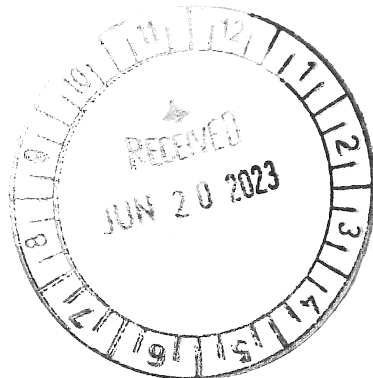
Thank you for your time and attention to this request. Should you have any questions or concerns, please do not hesitate to contact me. If the enclosed meets with your approval, please forward the same to the Board of Legislators for consideration at their next meeting.

Sincerely,

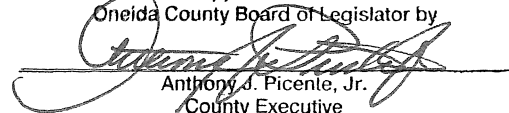

John S. Balzano, Esq.
Of counsel to Peter M. Rayhill

JSB/rae

Enclosure



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by


Anthony J. Picente, Jr.
County Executive

Date 6-20-23

LEASE AGREEMENT – Centro of Oneida, Inc./County of Oneida

This Lease Agreement (the “Lease Agreement”) is entered into on June 1, 2023, between Centro of Oneida, Inc. (“Centro”), a New York public benefit corporation, and the County of Oneida, State of New York (the “County”), a New York municipal corporation. Centro and the County are collectively referred to as the “Parties.”

WHEREAS, Centro and the County were parties to an Asset Acquisition Agreement (“the Asset Acquisition Agreement”) entered into in 2007. In the Asset Acquisition Agreement, among other things, Centro assumed the interest of the Utica Transit Authority (“UTA”) in a Lease Agreement between UTA and the County dated July 24, 2002 and amended May 28, 2003 (the “Garage Lease”). The Asset Acquisition Agreement is attached hereto as Exhibit A; the initial Garage Lease dated July 24, 2002 is attached as Exhibit B; the May 28, 2003 amendment to the Garage Lease is attached as Exhibit C.

WHEREAS, pursuant to the Garage Lease, Centro leased from the County certain real property at and around Leland Avenue and Wurz Avenue in the City of Utica, New York.

WHEREAS, pursuant to the May 28, 2003 amendment to the Garage Lease, the term of the Garage Lease ended on December 31, 2014.

WHEREAS, Centro and the County have not previously entered into a written agreement extending the term of the Garage Lease beyond December 31, 2014, but Centro has continued to use the property subject to the Garage Lease since that date.

WHEREAS, the parties wish to reinstate and extend the term of the Garage Lease, subject to certain modifications set forth herein.

Accordingly, Centro and the County agree as follows:

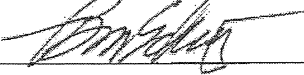
1. The Parties reinstate, ratify, and confirm the Garage Lease subject to the terms and conditions stated herein, as if the term of the Garage Lease had not expired at any time.
2. The Property that the County leases to Centro pursuant to this Lease Agreement consists of two tax parcels: 1) tax map id # 319.5-1-30 (“parcel A”); and 2) tax map id # 319.5-1-29.1 (“parcel B”). The parcels are shown on the map attached hereto as Exhibit D and are collectively referred to herein as the “Property.” To the extent that there is any conflict between this provision and the terms of the initial Garage Lease dated July 24, 2002, this provision governs.
3. The term of this Lease Agreement shall be three years, from June 1, 2023 through May 31, 2026. The County leases the Property to Centro for this three-year term.
4. The County agrees that Centro does not owe any amount of rent for the period up to the date of this Lease Agreement. The County further agrees that Centro does not owe any amount for payment of principal or interest on the bonds referenced in the initial Garage Lease dated July 24, 2002 or the May 28, 2003 amendment to the Garage Lease.
5. During the three-year term of this Lease Agreement, Centro shall pay the County \$1,500.00 per month as rent.
6. The County represents and warrants that it is the sole, complete owner of parcel A and parcel B, without any encumbrances on those parcels. The County further represents and warrants that it has

authority to enter into this Lease Agreement, to grant the rights described herein, and to bind the Property as described herein. The County shall protect and defend the right, title, and interest of Centro hereunder from any other rights, interests, title, and claims of or by any other persons, entities, or governmental authorities. The County shall provide satisfactory evidence of its ownership of parcel A and parcel B to Centro before the execution of this Lease Agreement.

7. At the conclusion of the term of this Lease Agreement, all of Centro's obligations as Lessee shall terminate. The parties hereby delete and rescind paragraph 18 of the initial Garage Lease dated July 24, 2002, which referred to the County's possible conveyance of the leased premises to UTA at the conclusion of the term of the Garage Lease.
8. As referenced in paragraph 7(b)(i) of the Asset Acquisition Agreement, the County shall indemnify and hold harmless Centro, as well as Centro's affiliates including but not limited to the Central New York Regional Transportation Authority, from and against any and all claims, damages, or liabilities based on environmental conditions existing on the Property as of March 31, 2005, including conditions identified in the Phase I environmental assessment issued by O'Brien & Gere dated May 6, 2005 and referenced in paragraph 7(b)(1) of the Asset Acquisition Agreement.
9. To the extent that the terms of this Lease Agreement conflict with the terms of the initial Garage Lease dated July 24, 2002 or the May 28, 2003 amendment to the Garage Lease, the terms of this Lease Agreement govern. To the extent that there is no conflict between the terms of this Lease Agreement and the terms of the initial Garage Lease dated July 24, 2002 or the May 28, 2003 amendment to the Garage Lease, the terms of the initial Garage Lease dated July 24, 2002 or the May 28, 2003 amendment to the Garage Lease remain in full force and effect as though the term of the Garage Lease had never expired at any time.
10. This Lease Agreement may be executed in counterparts, which together shall constitute one binding agreement. Electronic or facsimile signatures shall be fully valid as if they were original.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective as of
June 1, 2023.

CENTRO OF ONEIDA, INC.

Signature: 

Print: BRIAN M. SCHULTZ

Title: CEO

COUNTY OF ONEIDA

Signature _____

Print: _____

Title: _____



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

NICHOLAS P. DIGENNARO, P.E., CFM
 Interim Commissioner

May 24, 2023

FN 20 23-236

Anthony J. Picente, Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, New York 13501

PUBLIC WORKS

WAYS & MEANS

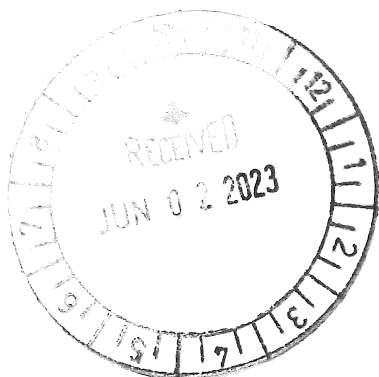
Dear County Executive Picente,

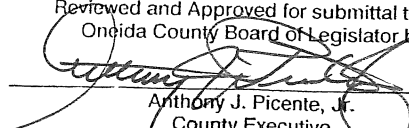
The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Fed/NYS	
2754.76	2205850	Gridley Paige Rd Bridge over Big Creek	Town of Marshal	Fed/NYS	\$1,111,120.00
				Local	\$58,480.00
				Total	\$1,169,600.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

Oneida County has agreed to provide assistance to the Town of Marshall regarding PIN 2754.76. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction contracts and services. Oneida County would execute State/Federal aid agreements, consultant agreements, and construction contracts. Capital Project H-DPW-045 (H-569) was created for this purpose. In addition, Oneida County would make first-instance payments and secure state and/or federal reimbursement of up to 100% of eligible expenditures. The Town of Marshall would be responsible for 100% of all ineligible and/or non-reimbursable project expenditures thereby insuring zero cost for Oneida County.



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by

 Anthony J. Picente, Jr.
 County Executive
 Date 6-2-23

If providing the aforementioned assistance is acceptable, please forward a request to the Oneida County Board of Legislators to increase the budget for Capital Project H-DPW-045 (H-569), HOCTC Bridge Program, as follows.

	FEDERAL/STATE AID	LOCAL MUNICIPALITY	TOTAL
Current	\$6,530,300.00	\$343,700.00	\$6,874,000.00
Proposed Increase	\$689,700.00	\$36,300.00	\$726,000.00
Proposed Totals	\$7,220,000.00	\$380,000.00	\$7,600,000.00

The proposed increase in the budget is less than the total funding amount for the Gridley Paige Road project, as there is sufficient unencumbered balance to cover the remainder.

Thank you for your continued support.

Sincerely,

Nicholas DiGennaro

Nicholas P. DiGennaro, P.E., CFM
Interim Commissioner – Department of Public Works
Deputy Commissioner – Division of Engineering



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

May 26, 2023

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

FN 20 23 - 234

Re: Authorization to Submit Funding Applications
Water Quality Improvement Project Grant Program

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente:

On May 15, 2023, New York State announced the opening of the 2023 Consolidated Funding Application process. Included this year is funding through the Water Quality Improvement Project (WQIP) grant program. This program offers a 40 to 75-percent grant toward construction funding.

The Department of Water Quality and Water Pollution Control is seeking funding for the following projects:

Ultraviolet Effluent Water Disinfection System: The Water Pollution Control Plant (WPCP) currently utilizes sodium hypochlorite and sodium bisulfite for disinfection of the treated effluent water prior to discharge to the Mohawk River. Ultraviolet (UV) disinfection is being proposed as an alternative to chemical disinfection due to concerns with reliably meeting the stringent total chlorine residual effluent limits imposed by NYSDEC through the SPDES permit that was issued to Oneida County.

The concept of this proposed project is to discontinue use of chemical disinfection for treated final effluent water and replace that with a UV disinfection system. This would entail installing a UV system in one of the existing chlorine contact tanks and constructing a weather-proof enclosure for control panels, spare parts, and storage during the winter months. Our engineering consultants have conservatively estimated the total project cost to be approximately \$6M. We are seeking grant funding to offset the total project cost.

Sauquoit Creek Pumping Station Resiliency Enhancements - The Sanitary Screen Facility at the Sauquoit Creek Pumping Station (SCPS) was constructed to replace two antiquated manual bar screens located in the existing SCPS influent channels. The facility, which has been in operation for over two years, is designed for a 38-mgd flow and includes two (2) new 38-mgd rated mechanical bar screens, each paired with designated washer compactor and discharge conveyors for compacted screenings. Despite major reductions in excessive inflow/infiltration from the numerous sewer rehabilitation project undertaken in the Sauquoit Creek Basin service area, actual peak flows at the SCPS appear to be trending upward most likely due to more severe weather and more intense storm events occurring more often than in the past. Managing the extreme peak flows during intense storm events are operational challenges especially when one screen is out of service.

The proposed enhancements would include the addition of a third channel and screen with associated compactor to improve the systems performance at peak flow and screenings loading. This will provide the screening facility with increased redundancy to improve performance during high flow conditions. The construction of an equivalently sized channel with optimized flow distribution and similar screening facilities to the existing two channels will serve to minimize operations and maintenance burdens and reduce the risk of potential regulatory violations. Our engineering consultants have estimated total project costs to be approximately \$11M. We are seeking grant funding to offset the total project cost.



Supplemental Collection System Rehabilitation (District-wide) - Since 2008, the County has engaged in sanitary sewer collection system rehabilitation projects. These projects were undertaken to reduce the amount of inflow and infiltration (I/I) entering the system due to defects in interceptor sewers, mainline sewers, lateral connections, and manhole structures.

The collection system rehabilitation work has notably reduced the volume of storm/groundwater entering the sewer system, particularly in the Sauquoit Creek Basin. However, substantial I/I continues to persist. Additionally, it has been discovered that excessive I/I in the Starch Factory Creek Interceptor Sewer (which serves East Utica and along with portions of the Towns of New Hartford and Frankfort) and North Utica Interceptor Sewer (which serves the Towns of Deerfield, Marcy, and Schuyler along with North Utica and Village of Holland Patent) is substantial during severe wet weather and negatively impacts WPCP operations. Therefore, a supplementary phase of collection system evaluation and rehabilitation is warranted to further identify and reduce I/I.

Our engineering consultants have conservatively estimated total project cost is \$26M. This project is currently designated to potentially receive \$10.5M in federal infrastructure grant funding. We are seeking grant funding through the WQIP program to further offset the total project cost.

Therefore, I am requesting authorization from you and the Board of Legislators (via Board Resolution) to prepare and submit WQIP grant applications for the above-described projects on behalf of Oneida County, including authorization for the County Executive to sign the applications and supporting documents, including grant disbursement agreements should funding be awarded.

Applications are due July 28, 2023.

Thank you for your consideration of this request.

Sincerely,

Karl E. Schrantz, P.E.
Commissioner

cc: Andrew Dean – Assistant Oneida County Attorney



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 5-30-23



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr. County Executive

Karl E. Schrantz, P.E. Commissioner

April 19, 2023

Anthony J. Picente, Jr. Oneida County Executive 800 Park Avenue Utica, NY 13501

FN 20 23-239

PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente,

The upgrades to the facilities operated, managed, and maintained by the Department of Water Quality and Water Pollution Control include an extensive Supervisor Control and Data Acquisition (SCADA) system. Specifically, the SCADA system is a combination of specialty hardware and software that enables the 24/7/365 automation of the wastewater processes (motors, pumps, valves, meters, etc.) based on real-time data. This SCADA system allows our senior staff to monitor, troubleshoot, and control equipment remotely via laptop and address critical alarm conditions during off-hours.

While department staff are well versed in the use of SCADA, it is critical that Oneida County partner with a qualified technical firm with staff who are trained and experienced with the specific software, programming, and systems utilized by our wastewater facilities. To achieve this, the Department of Water Quality and Water Pollution Control issued a Request for Proposals (RFP) seeking consulting services under a SCADA and PLC Support Services agreement. Multiple proposals were received. Proposals were reviewed by the Department and rated based on a qualifications based scoring criteria outlined in the RFP.

The highest rated proposal was submitted by Environmental Design & Research (EDR) based in Syracuse, NY. Their staff were involved in the original planning, design, and system integration of our current system. Billing rates submitted with their proposal are reasonable for the critical nature of the technical services provided. Based on discussions with EDR, a not-to-exceed fee of \$40,000 for 2023, invoiced monthly based on hours expended at their submitted billing rates, is recommended.

The Board of Acquisition and Contract accepted the EDR proposal on April 5, 2023. I respectfully ask that you consider the attached agreement, for an initial term of one year and with up to four renewal periods of one year each, and forward it to the Oneida County Board of Legislators for consideration and approval. Thank you in advance for your consideration.

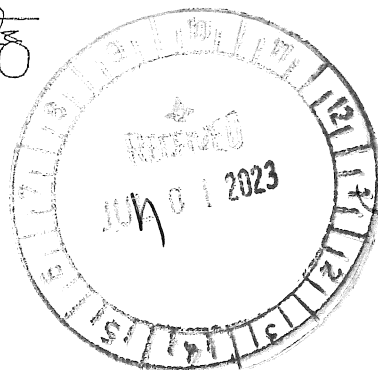
Please feel free to contact me if you have any questions.

Sincerely,

Karl E. Schrantz

Karl E. Schrantz, P.E. Commissioner

Enclosure



Reviewed and Approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive Date 5-20-23

Competing Proposal	<u> X </u>
Only Respondent	<u> </u>
Sole Source RFP	<u> </u>
Other	<u> </u>

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Environmental Design & Research, Landscape Architecture,
Engineering & Environmental Services, D.P.C.
217 Montgomery Street, Suite 1100
Syracuse, NY 13202

Title of Activity or Service: SCADA Support Services

Client Population/Number to be Served: 110,000 people

Summary Statements

- 1) Narrative Description of Proposed Services: Facilities owned, operated, maintained, and otherwise managed by the Department of Water Quality & Water Pollution Control utilize an extensive Wonderware SCADA system including a WIN911 SCADA Alarm Dialer system, as well as Allen Bradley ControlLogix PLCs. This proposed contract will retain specialty consulting services to provide technical resources that will support Oneida County staff in undertaking control and graphics modifications, emergency support, and system maintenance related to the SCADA and PLC infrastructure. 1 year Agreement with option for four (4) additional 1 year contract renewals.
- 2) Program/Service Objectives and Outcomes: Provide critical technical support
- 3) Program Design and Staffing: System will continue to be operated by Water Pollution Control Staff.

Total Funding Requested: \$40,000/yr (\$200,000/5-yrs) **Account #:** G8110

Oneida County Dept. Funding Recommendation: \$40,000/yr (\$200,000/5-yr)

Proposed Funding Sources (Federal \$/ State \$/County \$): annual operating expenses (G8110)

Cost Per Client Served: n/a

Past Performance Data: Staff from EDR designed and implemented the current SCADA system.

O.C. Department Staff Comments: The Department recommends approval of this Agreement.

AGREEMENT FOR SCADA AND PLC SERVICES

This Agreement for SCADA and PLC Services (the “Agreement”), effective upon its full execution, is by and between the County of Oneida, a municipal corporation with offices at 800 Park Avenue, Utica, New York 13501 (“Owner”) and Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., a New York domestic professional service corporation with principal offices at 217 Montgomery Street, Suite 1100, Syracuse New York 13202 (“Engineer”).

RECITALS

WHEREAS, the Owner wishes to retain Engineer to perform Supervisor Control and Data Acquisition (“SCADA”) system services and Programmable Logic Controller (“PLC”) services for the Oneida County Department of Water Quality and Pollution Control (“Department”); and

WHEREAS, the Engineer is a licensed engineering consulting firm in the business of providing professional engineering, scientific, and consulting services to public and private clients; and

WHEREAS, the Owner desires to retain the Engineer as an independent contractor to provide SCADA and PLC services and the Engineer desires to be so retained by the Owner to render such services.

NOW, THEREFORE, the Owner and the Engineer agree as follows.

TERMS AND CONDITIONS

Article 1 – Scope of Services

- a. Owner retains the Engineer to perform SCADA and PLC support services, as follows (collectively, the “Services”): (1) making graphics or control changes to the Owner’s SCADA or PLC systems; (2) providing on-call emergency support for issues pertaining to SCADA and PLC systems; (3) maintaining the Owner’s SCADA and PLC systems with updated software and firmware as needed; (4) assisting in troubleshooting controls issues with Department staff; (5) performing other related services as may be requested by Oneida County from time to time.
- b. Owner, through the Department, shall assign tasks to Engineer and Owner shall pay Engineer compensation for Services rendered in completing each task.
- c. Engineer shall furnish all staffing, equipment, materials, and/or supplies necessary for the performance of the 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, state, and local standards and regulations.

Article 2 – Compensation

- a. Owner shall pay Engineer for providing the Services in an amount not to exceed forty thousand dollars and zero cents (\$40,000) for the Initial Term and for any Renewal Term. Owner shall pay the Engineer at the rates set forth below for the Initial Term. The parties may negotiate a cost-of-living increase to the below rates upon each Renewal Term.

CATEGORY	HOURLY RATES
Automation Practice Lead	\$245.00
Project Officer	\$225.00
Project Manager 2	\$205.00
Project Manager 1	\$190.00
Sr. Engineer/Scientist/Planner 3	\$175.00
Senior Automation Specialist	\$165.00
Engineer/Scientist/Planner 3	\$160.00
Associate Engineer/Scientist/Planner 2 .	\$135.00
Engineer/Scientist/Planner 1	\$125.00
Automation Engineer	\$125.00
Engineer/Scientist/Planner 2	\$115.00
Jr. Engineer/Scientist/Planner 1	\$105.00
Engineering Technician 3	\$95.00
Engineering Technician 2	\$75.00
Administrative Assistant	\$75.00
Engineering Technician	\$65.00

- b. Engineer shall submit payment invoices to the Owner on a monthly basis for all Services performed. Such invoices shall be in a form approved by the Owner. Owner shall pay Engineer within 30 days following receipt of the invoice, wherever possible.
- c. Owner reserves the right to withhold payment due to Engineer’s failure to properly perform its obligations under this Agreement. Owner may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of Engineer to pay its sub-consultants, or (4) damage to Owner. Owner may correct any conditions which do not meet the requirements of this Agreement, deduct the cost from the amounts due under this Agreement, and recover any remaining costs from Engineer.
- d. In case of changes to the Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Engineer shall promptly notify Owner of the identified changes and advise Owner of the recommended solution. Services shall not be performed on such changes without prior written authorization of Owner.
- e. 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, Owner shall have the option to immediately terminate this Agreement upon providing written notice to Engineer by certified mail. In such an event Engineer shall receive payment for costs actually incurred prior to

termination, and shall not receive actual or consequential damages as a result of termination.

Article 4 – Term of Agreement

The term of this Agreement shall commence upon its full execution and end on December 31, 2023 (“Initial Term”). The parties may renew this agreement for up to four additional one-year terms (each, a “Renewal Term”).

Article 5 - Breach

- a. A breach of this Agreement shall include, but not be limited to, the following:
 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 Engineer shall fail to deliver any required insurance certificate or bond.
 2. If any representation or warranty made by Engineer in this Agreement shall be incorrect or fallacious in any respect.
 3. If Engineer 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 Engineer.
 4. If Engineer assigns its rights and duties under this Agreement without written consent of Owner.
 5. If upon Owner review of Engineer’s performance, Owner determines that Engineer is not meeting the conditions of this Agreement, and Engineer fails to correct such condition within a reasonable time following notice thereof by Owner.
 6. If default shall be made by Engineer in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any amendments.
- b. If Engineer breaches this Agreement, Owner may declare Engineer in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, Owner may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Engineer 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, Engineer agrees to reimburse Owner for all costs, expenses and damages incurred by Owner in completing the Services in accordance with this Agreement.

- c. 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

Article 6 – Termination

Either party shall have the right to terminate this Agreement upon 30 days' prior written notice to the other party. In the event of termination, the amount due and payable at the time shall represent the complete and final payment to the Engineer under this Agreement and the Owner shall have no further obligation to the Engineer.

Article 7 – Engineer's Obligations

- a. Engineer shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, of Owner.
- b. Engineer affirms that it does not have any financial interest or conflict of interest that would prevent Engineer from providing unbiased, impartial service under this Agreement.
- c. Engineer's Services shall be performed, completed and submitted with reasonable care and in accordance with industry standards.
- d. It is understood and agreed that Engineer has the professional skills necessary to perform the Services agreed to be performed under this Agreement, and that Owner relies upon the professional skills of Engineer to perform Engineer's duties.
- e. Engineer agrees to maintain in confidence and not disclose to any person or entity, without Owner's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of Owner. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- f. Engineer represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.
- g. Engineer 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.
- h. Engineer 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.
- i. Engineer acknowledges and agrees that it and its employees have no authority to enter into contracts that bind Owner, or create obligations on the part of Owner, without the prior written authorization of the Owner.

- j. Engineer 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. Engineer agrees to diligently perform the Services to be provided under this Agreement.
- k. Engineer shall immediately notify Owner in writing of any difficulty in complying with any of the requirements of this Agreement.

Article 8 – Owner to Provide Information

The Owner, in a timely manner, shall provide the Engineer with information in the Owner's possession which is necessary for the Engineer to perform the Services

Article 9 – Confidentiality

- a. To provide the services under this Agreement, it may be necessary for the Owner to disclose certain confidential information to the Engineer and for the Engineer to disclose certain confidential information to the Owner. All confidential information shall be designated in writing as "confidential" by clear marking. In addition, any and all oral communications between the Owner and the Engineer in furtherance of this Agreement shall be presumed to be confidential information.
- b. Each party agrees not to disclose any confidential information to any third party unless:
 - 1. Disclosure is required by law and, if so, advance written notice of disclosure is given;
 - 2. The information was actually and demonstrably known to the disclosing party before it was obtained from or developed in cooperation with the other party;
 - 3. The information is or becomes available to the public in general through a widely disseminated publication where such publication does not arise directly or indirectly from the breach of any obligation of secrecy to either of the parties to this Agreement;
 - 4. The information is obtained or acquired by the disclosing party in good faith from a third party who acquired it in good faith and was not under any direct or indirect obligation of secrecy to the other party or;
 - 5. A written release is obtained by the Engineer from the Owner.
- c. The provisions of this article shall survive the performance of this Agreement. Furthermore, the provisions of this Article apply to any confidential information exchange between the parties prior to and including the date of this Agreement.

Article 10 – Insurance

- a. Engineer 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 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. Owner shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Engineer 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.
 2. Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.
 3. 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. Owner shall be included as an additional insured on a primary and non-contributing basis.
 4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. Owner shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
 5. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and at least Two Million (\$2,000,000) in the aggregate.
 6. Waiver of Subrogation: Engineer waives all rights against Owner and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- b. Engineer shall not perform any Services until it shall have provided to Owner certificates of insurance evidencing such coverage. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the Engineer’s policies. The certificates shall be on forms approved by Owner, 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 Owner. Acceptance of the certificates shall not relieve Engineer of any of the insurance requirements, nor decrease the liability of Engineer. Owner reserves the right to require

Engineer to provide insurance policies for review by Owner. Engineer hereby grants Owner a limited power of attorney to communicate with Engineer's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

Article 11 – Assumption of Risk and Indemnification

- a. Engineer solely assumes all risks in performing the Services.
- b. Engineer shall indemnify, hold harmless and defend the Owner, its officers, agents, employees, and servants, from and against all claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, arising from, or related to the Engineer's Services under this Agreement to the extent caused by any negligent or culpable act or omission of the Engineer or the Engineer's officers, agents, employees, servants, or subcontractor(s). In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are caused by the Owner's negligence, the Owner shall indemnify and hold harmless the Engineer. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are the result of the negligence of both the Owner and the Engineer, or its subcontractor(s), the Owner and the Engineer shall be liable to the extent or degree of their respective negligence, as determined by mutual agreement of the Owner and the Engineer or as determined by adjudication of comparative negligence.
- c. Neither the termination of this Agreement nor the making of the final payment shall release Engineer from its obligations under this Article. The enumeration elsewhere in this Agreement of particular risks assumed by Engineer or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Article or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

Article 12 – Independent Contractor Status

- a. For the purposes of this paragraph only, the term "independent contractor" shall be broadly construed to include Engineer and its employees, agents, officers, servants and any of their other personnel. The relationship of the Engineer to Owner shall be that of an independent contractor. Engineer shall not be deemed an employee of Owner and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. Engineer covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of Owner. Owner and the Engineer shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Engineer's status as an independent contractor.
- b. Payments to Engineer shall be reported on IRS Form 1099, and Owner shall not make any withholding for taxes or any other obligations. Engineer shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Engineer shall indemnify and hold Owner

harmless from all loss or liability incurred by Engineer as a result of Owner not making such payments or withholdings.

Article 13 – Non-discrimination

Engineer shall not engage in 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. Engineer shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Any violation of this Article shall be deemed to be in breach of this Agreement.

Article 14 – Notices

- a. Engineer agrees to accept service of process in any action by the Owner, or the Owner against the Engineer, arising out of this Agreement, by certified mail to the addresses designated below.
- b. All notices required or permitted under this Agreement shall be in writing and shall be served either personally or by certified mail, return receipt requested, addressed to the party's address as set forth in this Agreement, or to such other address as party may be later designate by written notice. All notices shall be effective upon receipt.

Owner: Oneida County Department of Law
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

With a copy to:

Oneida County Department of Water Quality and Water Pollution Control
Attn: Commissioner
51 Leland Avenue
PO Box 442
Utica, NY 13503-0442

Engineer: EDR
217 Montgomery Street
Suite 1100
Syracuse, New York 13202

Article 15 – Force Majeure

Any delay in or failure of performance of, either party to this Agreement shall not constitute a default nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority, affecting to a degree not presently existing, the supply, availability or use of personnel or equipment, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, strikes or any causes a party unable with reasonable diligence, to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

Article 16 – Entire Agreement

The terms of this Agreement include the Addendum-Standard Oneida County Conditions and any other attachments, amendments, addendums or appendixes attached hereto, and constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum-Standard Oneida County Conditions. No waiver, alterations, amendments or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties.

Article 17 – Binding Effect

This Agreement shall inure to the benefit of and be binding upon the party's successors or assigns.

Article 18- Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

Article 19 – 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.

Article 20 – Waiver

The failure of either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default, or nonperformance and either party's rights and remedies shall not be affected by any previous waiver or course of dealing.

Article 21 – Severability

If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the parties agree that this Agreement shall be reformed 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.

Article 22 – Authority


Engineer’s signatory hereby represents and certifies that they he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Engineer’s signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Engineer; no other action on the part of Engineer 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.

IN WITNESS HEREOF, Owner and Engineer have executed this Agreement effective the day and year first above written.

OWNER

ENGINEER

Anthony J. Picente, Jr.
County Executive



BY: Michael E. Tamblin, PE
TITLE: Principal

Date: _____

Date: 5/25/23

Attachments: Addendum (Standard Oneida County Conditions)

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

The parties to the foregoing Agreement ("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 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, 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 Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, 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 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, Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of 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, Contractor

shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

- iii. 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. 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 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. 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 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) 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. 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, 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, 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. 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 Contractor and the County. In order to assure such privacy and security, 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, 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 Contractor to use or further disclose the protected health information that 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. Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. Contractor may provide data aggregation services relating to the health care operations of the County.

c. 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 Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom Contractor provides protected health information received from, or created or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to 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, 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, Contractor on behalf of the County that 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. 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 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 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. 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 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, 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 of the Labor Law, 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 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 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, 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, 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, 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. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and

responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

10. RECORDS.

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 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) 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.

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 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 Contractor to establish to meet with the approval of the County.

15. 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).

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. 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. 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 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. Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to Contractor or expenditures made by Contractor for which reimbursement is requested to be made or has been made to Contractor by the County. Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If 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, 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

Contractor shall comply with the provisions of New York State Labor Law § 201-g.



**ONEIDA COUNTY
DEPARTMENT OF PLANNING**

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive

James J. Genovese II
Commissioner

June 2, 2023

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 23-240

PUBLIC WORKS

Re: Flood Mitigation Project

WAYS & MEANS

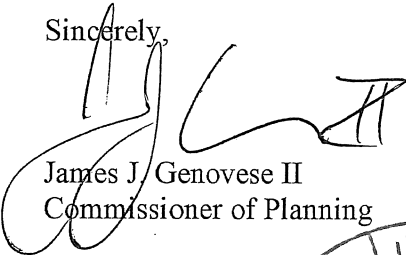
Dear County Executive Picente:

As you are aware, the County authorized \$2 million each year to be utilized for the Oneida County Flood Mitigation Grant Program to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses within the existing stormwater infrastructure. The newly formed Oriskany Creek Watershed Commission has submitted an application to the County for a Flood Mitigation Grant for \$100,000 to develop a stream sediment and debris management plan to identify high hazard areas and solutions to address concerns in the watershed. The study is the first step in identifying future mitigation projects to improve conditions in the Oriskany Creek Watershed and to be used as the basis for future federal or state funding opportunities.

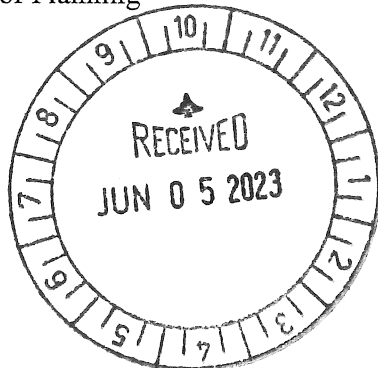
In order to process these funds as applied, the full Oneida County Board of Legislators needs to approve the recommended application. Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to enter into agreement with the Oriskany Creek Watershed Commission to receive the \$100,000 requested flood mitigation assistance.

Should the request herein meet with your approval, I respectfully request that you forward this letter to the Board of Legislators for its consideration and approval.

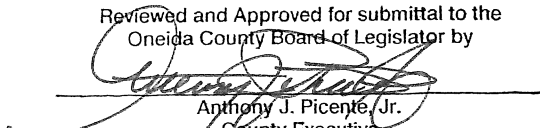
Sincerely,



James J. Genovese II
Commissioner of Planning



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by



Anthony J. Picente, Jr.
County Executive

Date 6-2-23

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Oriskany Creek Watershed Commission
Union Station, 321 Main Street, 3rd Floor
Utica, New York 13501

Title of Activity or Service: This agreement is between Oneida County and the Oriskany Creek Watershed Commission to develop a stream sediment and debris management plan, using awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

Proposed Dates of Operation: Upon execution – Completion of Project
Anticipated (December 31, 2026)

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** The award of \$100,000.00 to develop a stream sediment and debris management plan to identify high hazard areas and solutions to address concerns in the watershed.
- 2) **Program/Service Objectives and Outcomes:** Flood Mitigation
- 3) **Program Design and Staffing:**

Total Funding Requested: \$100,000.00

Account # H562

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): County \$100,000.00/ Local \$0.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

FLOOD MITIGATION GRANT AGREEMENT BETWEEN
THE COUNTY OF ONEIDA

AND

THE ORISKANY CREEK WATERSHED COMMISSION

This Grant Agreement (hereinafter “Agreement”), effective upon the date of its full execution, is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal place of business located at 800 Park Avenue, Utica, New York (hereinafter the “County”), and the Oriskany Creek Watershed Commission, a commission of municipal corporations established pursuant to General Municipal Law Section 119-o, with a mailing address of 321 Main Street, Union Station, Utica, New York 13501 (hereinafter the “Grantee”).

WITNESSETH

WHEREAS, a storm occurred on July 1, 2017, causing significant damage within the County through flooding caused by a record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the “Grant Program”); and

WHEREAS, the Town of Whitestown, the Village of Oriskany, the Village of Clinton, the Village of Waterville, and the Town of Kirkland have entered into the Oriskany Creek Watershed Commission Intermunicipal Agreement (“Intermunicipal Agreement”), which formed the Grantee pursuant to General Municipal Law Section 119-o for the primary purpose of providing a forum for enhanced communication among the municipalities of the Oriskany Creek Watershed and to address issues related to watershed management, flooding, recreation, quality of life, stormwater management, land use, development, and other similar water resource topics; and

WHEREAS, Sections III(4) and IV(2) of the Intermunicipal Agreement authorizes the Grantee to apply to governments and other entities for grants to further its projects; and

WHEREAS, the Grantee has applied to the County for \$100,000 in funding (the “Grant”) to develop a stream sediment and debris management plan to identify high hazard areas and solutions to address concerns in the Oriskany Creek watershed, such study constituting the first step in identifying future mitigation projects to improve conditions in the Oriskany Creek Watershed and to be used as the basis for future federal or state funding opportunities (“Project”); and

WHEREAS, the County wishes to award the Grant to Grantee and Grantee wishes to accept the Grant, and Grantee represents that it is duly qualified and willing to administrator the Project as set forth herein.

NOW, THEREFORE, in consideration of the County awarding the Grant to Grantee and for Grantee undertaking the Project, the partes agree as follows:

I. GRANT

The County awards to the Grantee a sum not-to-exceed one hundred thousand dollars and zero cents (\$100,000.00) which shall be due and payable to the Grantee upon the full execution of this Agreement. In exchange, the Grantee will perform the Project according to the Project Plan, as defined herein.

II. TERM

This Grant shall take effect upon the Effective Date and continue in effect until completion of the Project.

III. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

A. PROJECT PLAN

1. The Grant shall be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit A. The Project Plan, consisting of ___ pages and prepared by the Grantee, is hereby incorporated by reference. The Project Plan contains a detailed description of the nature and scope of the Project and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. The County and the Grantee must agree in writing to any changes to Project Plan.

B. THE COUNTY'S RESPONSIBILITIES

1. The County shall pay the Grant to Grantee.
2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and completion of the Project.

C. THE GRANTEE'S RESPONSIBILITIES.

1. This Grantee shall use the Grant for the Project according to the Project Plan and for no other purpose.
2. The Grantee shall implement the Project according to the budget and schedule identified in the Project Plan.

3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required. In particular, if applicable, it shall comply with laws regarding the competitive bidding of public work projects, and the payment of prevailing wages.
6. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes but is not limited to disputes, claims and lawsuits.
7. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII below.
8. The Grantee shall allow reasonable access to the County and its representatives to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.
9. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII below.

IV. TERMINATION

- A. The Agreement shall terminate immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project, provided that no funds for the Project have been spent and the Grantee shall have repaid all Grant funds.
- B. The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project, if some funds for the Project have been spent and the Grantee agrees to repay all unspent funds.

V. ACKNOWLEDGMENTS

The Grantee shall acknowledge the County's financial support for the Project and include in any statement, press release, bid, solicitation, or other document describing the Project the following statement:

“This Project is made possible in whole or part by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators.”

VI. CONTACT PERSONS

A. Any notice which either party may desire or is required at any time to give or have served upon the other shall be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the other. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to the other.

B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP, Chief Planner
Oneida County Planning Department
321 Main Street, Union Station
Utica, New York 13501

C. The Grantee's authorized representative for the Grant Program is:

Jon Scott, Chair
Oriskany Creek Watershed Commission
321 Main Street, Union Station
Utica, New York 13501

VII. COSTS

A. Grantee shall use the Grant solely for eligible costs included in the Project Plan. Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work product described in the Project Plan. Eligible costs may include the following:

1. Development of plans studies and plans;
2. Advertising costs for bids and proposals;
3. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;

4. Materials & supplies;
 5. Architectural and engineering services;
 6. Construction management and inspection services;
 7. Surveys and soil borings;
 8. Actual construction of the Project; or
 9. Certain other types of costs may be eligible provided that they are
 - a. Directly incurred by the Grantee; and
 - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
 - c. Have prior written approval of the County.
- B. Grantee shall use the the Grant for Non-eligible costs. Non-eligible costs are all costs not defined as eligible costs, including but not limited to the following:
1. Fund raising;
 2. Taxes, except sales tax on goods and services;
 3. Insurance, except title insurance;
 4. Attorney fees; except for acquisition and clearing title to land;
 5. Loans, grants, or subsidies to persons or entities for development;
 6. Debts or contingency funds;
 7. Interest;
 8. Lobbyists; and
 9. Political contributions.

VIII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant, to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant, and the Grantee shall promptly tender the same to the County upon request.

IX. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Grantee shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Grantee, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee'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.

X. CHOICE OF 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.

XI. ASSIGNMENT

The Grantee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.

XII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving "resiliency" actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, "Resiliency" shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.

3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (“FEMA”).
2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program will affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIII. EXECUTORY NATURE OF AGREEMENT

It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties’ obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

XIV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, the Addendum - Standard Oneida County Conditions.
- B. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

ORISKANY CREEK WATERSHED COMMISSION

By: _____
JONATHAN SCOTT
Chair

Date: _____

COUNTY OF ONEIDA

By: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

Date: _____

Approved

By: _____
ANDREW DEAN
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and the Oriskany Creek Watershed Commission ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Flood Mitigation Grant Agreement ("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 NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
315-798-5780 ♦ Fax: 315-798-6415
E-Mail: jtimpano@ocgov.net

FN 20 23241

To: Anthony J. Picente Jr.
Board of Legislators
From: Joseph J. Timpano
Date: June 22, 2023
Re: Sewer District Bond Resolution

Tony
Joe

PUBLIC WORKS

WAYS & MEANS

On June 14, 2023, the Oneida County Board of Legislators adopted Resolution #186 calling for a public hearing to consider three improvements to the Oneida County Sewer District.

The three improvements consist of: (i) ultraviolet disinfection of treated effluent water (estimated cost \$6,000,000), (ii) Sauquoit Creek Pumping Station resiliency enhancements (estimated cost \$11,000,000), and (iii) supplemental collection system rehabilitation (estimated cost \$26,500,000).

Pursuant to New York State Environmental Facilities Corporation (NYSEFC) regulations, three attached separate bond resolutions containing the total cost of each project must be presented and adopted as the authorized bonding amounts. **However, over \$21M in grants have been applied for, and, if received, will reduce the amount to be bonded significantly.**

If you are in agreement with these resolutions going forward, please forward such documents to the County Board of Legislators for adoption at their July 12, 2023 board meeting.

As always, thank you for your support and cooperation in this matter.

Joseph J. Timpano

Cc: Sheryl Brown
Karl Schrantz
Morgan Polise
Mike Billard



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 6-22-23