



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION April 11, 2018

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

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ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

March 16, 2018

FN 20 18-108

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

There is a need for additional funds to clear the deficit in M5130.456 (Gasoline & Oil); therefore, we are requesting the following supplemental appropriation that is supported by unanticipated revenue in M2822 (Rental Equipment to CR)

I respectfully request the following 2017 supplemental appropriations be considered:

M5130.456 (Gasoline & Oil) \$57,000.00

Supported by Unanticipated Revenue in:

M2822 (Rental Equipment to CR) \$57,000.00

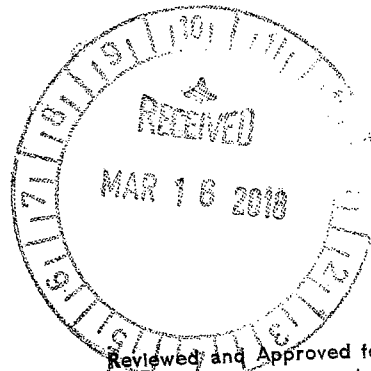
If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Joseph Timpano, Comptroller
Thomas Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 3-16-18



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

March 27, 2018

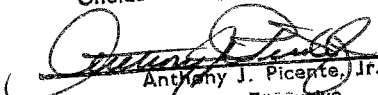
FN 20 18-109

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

PUBLIC WORKS

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

WAYS & MEANS


Anthony J. Picente, Jr.
County Executive

Re: Sauquoit Creek Flood Plain Restoration Project

Date 3-28-18

Dear County Executive Picente:

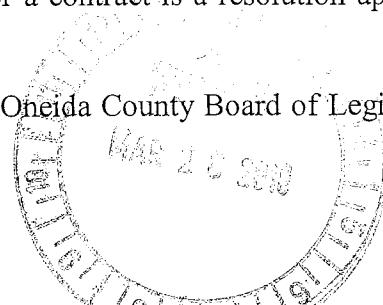
Efforts on the Sauquoit Creek Channel and Floodplain Restoration Project in the Town of Whitestown began in 2016 with a grant for a design study from Empire State Development. After major regional flooding in August 2017, the Governor pledged \$2.5 million to start the construction of this design study. Additional funds from the New York State Office of Storm Recovery were awarded to the Town of Whitestown for the flood bench restoration along with Oneida County being awarded \$2 million from the New York State Environmental Facilities Corporation *Green Innovation Grant Program* (GIGP) to further construct the flood plain restoration project.

The flood mitigation project area stretches along an approximately 1.25-mile corridor of the Sauquoit Creek in the Town of Whitestown on Commercial Drive. Activities to prevent flooding include channel widening, creation of floodplain benches, areas of bank stabilization and future amenities such as a public access trail. According to engineers, the expected outcome is to reduce the flood stage during events of similar magnitude to the July 1, 2017 flooding event.

Since the GIGP is federally sourced, the 10 percent local match can come from the previously secured State funds and will not require additional Oneida County dollars.

This request is slightly different from those you usually are asked to submit to the Board of Legislators. New York State Environmental Facilities Corporation requires that specific documentation is received prior to a contract agreement. This documentation includes an engineering feasibility study, title certification to the property, State Historic Preservation Office sign-off, State Environmental Quality Review and a certified copy of a resolution appointing an authorized representative. The last document we need for a contract is a resolution appointing the County Executive as an authorized representative.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a



request to designate you as the person authorized to sign an agreement between Oneida County and New York State, through the Environmental Facilities Corporation's *Green Innovation Grant Program* (GIGP) in order to accept the grant award in the amount of \$2 million. This resolution is for designation purposes only, as a future resolution will be required for execution of the grant agreement itself, as well as the authorization to conduct any public hearings required of the GIGP program and authorization to enter into any future agreement with the Town of Whitestown to administer the grant award.

If you are in agreement, please forward this letter and the attached draft resolution to the Board of Legislators for consideration at their **May 9, 2018** meeting.

Should you have any questions regarding this matter please contact me or Kristin E. Campbell, Associate Planner.

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner of Planning

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

March 27, 2018

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

FN 20 78-110

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	
2754.43	2205730	Horton Rd. Bridge Over Big Woodhull Cr.	Forestport	Federal	\$844,800.00
				Local	\$211,200.00
				Total	\$1,056,000.00

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 offered assistance to the Town of Forestport regarding PIN 2754.43. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid if received, and reimbursement from the Town of Forestport for all remaining expenditures.

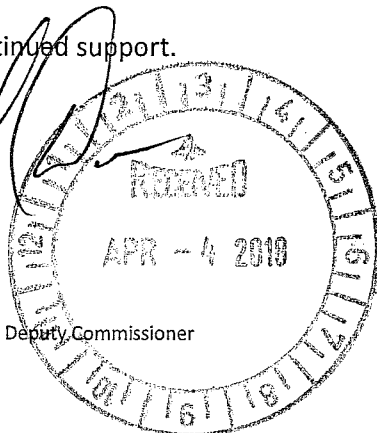
The enclosed agreement between Oneida County and the Town of Forestport formalizes the above proposal. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

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



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

Anthony J. Picente, Jr.
County Executive

Date 4/3/18

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

**ONEIDA COUNTY BOARD
 OF LEGISLATORS**

Name & Address of Vendor: Town of Forestport
 12012 Woodhull Road
 Forestport, NY 13338

Title of Activity or Service: Intermunicipal Agreement
Proposed Dates of Operation: Start on Execution - 09/30/2021
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

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				Federal	
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The enclosed agreement between Oneida County and the Town of Forestport formalizes the proposal described above.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-569
Total Funding Requested:	\$1,056,000.00
Oneida County Dept. Funding Recommendation:	\$1,056,000.00
Proposed Funding Sources	
Federal:	\$844,800.00
New York State:	\$0.00
Town of Forestport:	\$211,200.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF FORESTPORT (hereinafter referred to as the "Town"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 14 Church Street, Forestport, New York 13316, and the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate the Horton Road Bridge over Woodhull Creek, BIN 2205730, located in the Town of Forestport, Oneida County, (hereinafter referred to as "the Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation (hereinafter the "NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.43, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing eighty percent (80%) reimbursement of eligible Project expenditures, up to a maximum amount payable of Eight Hundred and Forty-Four Thousand Eight Hundred dollars (\$844,800.00) in the form of Federal Aid; and

WHEREAS, the Project may also qualify for New York State Marcheselli funding; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor's duties shall be set forth in said subsequent agreement, and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.

1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project is One Million Fifty-Six Thousand dollars and Zero cents (\$1,056,000.00).

1.3.4. The federal government, through the NYSDOT, has committed to provide eighty percent (80%) reimbursement of eligible Project expenditures, up to a maximum amount of Eight Hundred Forty-Four Thousand Eight Hundred dollars and Zero cents (\$844,800.00), with a twenty percent (20%) local match.

1.3.5. The NYSDOT may provide additional reimbursement through the Marcheselli Program.

1.3.6. The Town shall be responsible for the twenty percent (20%) local match, estimated to be Two Hundred Eleven Thousand Two Hundred dollars and Zero cents (\$211,200.00), less any funds received through the Marcheselli Program.

1.3.7. The County shall advance all Project expenditures, and shall complete all necessary documents to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all costs incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2 Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

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

4. NON WAIVER

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

5. ENTIRE AGREEMENT

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

6. INCORPORATION BY REFERENCE

6.1 The Addendum - Standard Oneida County Conditions, is deemed incorporated into this Agreement as **EXHIBIT A**.

7. AUTHORITY TO ACT/SIGN

7.1 The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

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

(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.


Oneida County

Town of Forestport

By:

Anthony J. Picente, Jr.
Oneida County Executive

By:

By: 

Harold E. Entwistle, III
Town Supervisor

Date:

Date: 3/13/18

Approved

By:

Linda B. Lark
Assistant County Attorney

Date:

EXHIBIT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 13~~TH~~ day of MARCH, 2018, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
 - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so

are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from

another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT.

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

chewing; holding in the mouth; or expectoration of chewing tobacco.

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

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

March 19, 2018

FN 20 1811P

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 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	
				Federal	Local
2754.41	2206280	Clinton St. Bridge over Sauquoit Cr.	New Hartford	Federal	\$1,689,600
				Local	\$422,400
				Total	\$2,112,000

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

Oneida County has offered assistance to the Town of New Hartford regarding PIN 2754.41. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via federal aid, State aid if received, and 100% reimbursement from the Town of New Hartford for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of New Hartford formalizes the proposal described above. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date: 3/29/18

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

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

**ONEIDA COUNTY BOARD
 OF LEGISLATORS**

Name & Address of Vendor: Town of New Hartford
 48 Genesee Street
 New Hartford, NY 13413

Title of Activity or Service: Intermunicipal Agreement
Proposed Dates of Operation: Start on Execution - 09/30/2021
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

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The enclosed agreement between Oneida County and the Town of New Hartford formalizes the proposal described above.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-569
Total Funding Requested:	\$2,112,000.00
Oneida County Dept. Funding Recommendation:	\$2,112,000.00
Proposed Funding Sources	
Federal:	\$1,689,600.00
New York State:	\$0.00
Town:	\$422,400.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF NEW HARTFORD (hereinafter referred to as the "Town"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 48 Genesee Street, New Hartford, New York 13413, and the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, for the benefit of the traveling public, the Town proposes to rehabilitate the Clinton Street Bridge over Sauquoit Creek, Bridge Identification Number 2206280, located in the Town of New Hartford, Oneida County, (hereinafter referred to as "the Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation (hereinafter the "NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.41, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing reimbursement of eligible Project expenditures in the form of Federal Aid; and

WHEREAS, the Project may also qualify for New York State Marcheselli funding; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor's duties shall be set forth in said subsequent agreement, and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.

1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project is Two Million One Hundred Twelve Thousand dollars and Zero cents (\$2,112,000.00).

1.3.4. The federal government, through the NYSDOT, has committed to provide eighty percent (80%) reimbursement of eligible Project expenditures, up to a maximum amount of One Million Six Hundred Eighty-Nine Thousand Six Hundred dollars and Zero cents (\$1,689,600.00), with a twenty percent (20%) local match.

1.3.5. The NYSDOT may provide additional reimbursement through the Marcheselli Program.

1.3.6. The Town shall be responsible for the twenty percent (20%) local match, estimated to be Four Hundred Twenty-Two Thousand Four Hundred dollars and Zero cents (\$422,400.00), less any funds received through the Marcheselli Program.

1.3.7. The County shall advance all Project expenditures, and shall complete all necessary documents to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all costs incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2 Such obligation shall not be limited to the estimated costs of the Project or to the

anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

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

4. NON WAIVER

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

5. ENTIRE AGREEMENT

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

6. INCORPORATION BY REFERENCE

6.1 The Oneida County Standard Addendum, attached to the Contract Documents, is deemed incorporated in this Agreement as **EXHIBIT A**.

7. AUTHORITY TO ACT/SIGN

7.1 The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

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

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

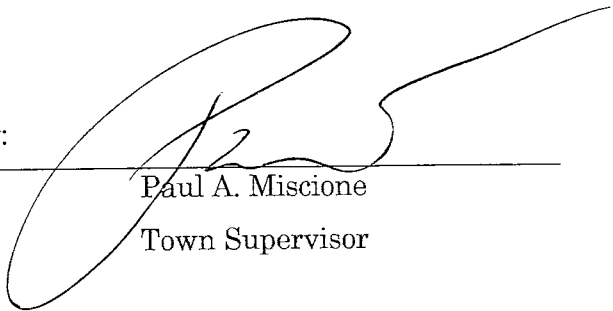
Oneida County

Town of New Hartford

By:

Anthony J. Picente, Jr.
Oneida County Executive

By:



Paul A. Miscione
Town Supervisor

Date:

Date:

3/2/18

Approved

By:

Linda B. Lark
Assistant County Attorney

Date:

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 7TH day of MARCH, 2018, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS:

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT.

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

March 16, 2018

FN 20 18-112

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

PUBLIC SAFETY
HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear County Executive Picente,

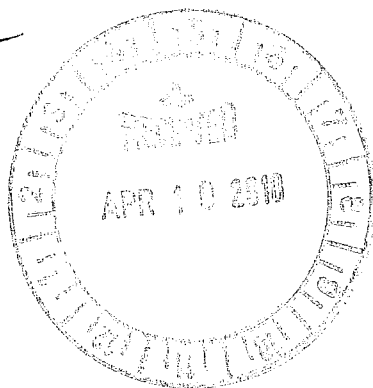
We have been informed by the NYS Division of Homeland Security & Emergency Services that Oneida County has been awarded \$200,167.00 as our share of the 2017-18 NYS Homeland Security Public Safety Answering Points Operations Grant (PSAP grant) program. This grant will assist in funding four new personnel for public safety 911 answering operations. A copy of the contract for the grant is attached.

Therefore, I request:

- A.) That you seek the Board of Legislators approval of the attached contract, and
- B.) Your electronic signature of the attached contract.

Sincerely,

Kevin W. Revere
Director



CC: Comptroller
Budget
Personnel

Revised & Submitted
Anthony J. Picente
4-10-18

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

Title of Activity or Service: Homeland Security PSAP Grant FY2017-18

Proposed Dates of Operation: 1/1/2018 to 12/31/2018

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** This grant will provide funding to hire four (4) new public safety answering staff members. This will aid the County in improving public safety and enhancing emergency preparedness across the state.
- 2) **Program/Service Objectives and Outcomes:** To enhance public safety by conducting PSAP operations activities, supporting statewide interoperable communications for first responders, and providing equal employment opportunities for minority group members and women.
- 3) **Program Design and Staffing:** State funding for four new public safety answering staff members.

Total Funding Requested: \$200,167.00

Account # A3308

Oneida County Dept. Funding Recommendation: \$200,167.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

<u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<u>NYS COMPTROLLER'S NUMBER:</u> (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> <u>CFDA NUMBER:</u> <u>DHSES NUMBERS:</u>
<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	<u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2018 TO 12/31/2018 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$200,167.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable)
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>0 - not exempt</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>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts <u>X</u> APPENDIX A1 Agency-specific Clauses <u>X</u> APPENDIX B Budget <u>X</u> APPENDIX C Payment and Reporting Schedule <u>X</u> APPENDIX D Program Workplan and Special Conditions ___ 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 _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
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: _____	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract

Project No.

PS17-1007-D00

Grantee Name

Oneida County

03/26/2018

Award Contract**Project No.**

PS17-1007-D00

Grantee Name

Oneida County

03/26/2018

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
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the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

December, 2012

Certified by - on

Award Contract**Project No.**

PS17-1007-D00

Grantee Name

Oneida County

03/26/2018

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 §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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

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

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

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in

the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the

Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

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

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

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

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

2. Notice of Termination:

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

i. personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld

funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

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

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

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

comply with the following applicable provisions:

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. Consultant Disclosure Law.⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and

mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

1. General Provisions

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

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

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

2. Contract Goals

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

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/ VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

3. Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

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

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

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

c. Staffing Plan

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

d. Workforce Employment Utilization Report

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

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

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

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

4. MWBE Utilization Plan

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

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

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

5. Waivers

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

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

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

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

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

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

participation.

EEO

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

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

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

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

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

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement.

Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

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

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

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

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

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

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

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

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

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make

required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with

all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

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

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

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

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the

Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

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

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

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding

agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 07/15

Certified by - on

Award Contract**Public Safety Answering Points Grant****Project No.****Grantee Name**

PS17-1007-D00

Oneida County

03/26/2018

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	911 Dispatchers- Personnel for PSAP Operations (4 911 Dispatchers @ \$50,041.75)	1	\$200,167.00	\$200,167.00	\$200,167.00	\$0.00
Total				\$200,167.00	\$200,167.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$200,167.00	\$200,167.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$200,167.00	\$200,167.00	\$0.00

Award Contract**Project No.**

PS17-1007-D00

Grantee Name

Oneida County

03/26/2018

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
 Attention: Contracts Unit
 State Office Building Campus – Bldg. 7A
 1220 Washington Avenue, Suite 610
 Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

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

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 07/2015

Certified by - on

Award Contract**Project No.**

PS17-1007-D00

Grantee Name

Oneida County

03/26/2018

Work Plan**Goal**

To pay the salaries of 4 new Public Safety Telecommunicators at Oneida County 911 Center.

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To facilitate PSAP consolidation, regional initiatives related to 911 operations, implementation of NG-911, improvements in operations of public safety communications; develop multi-jurisdictional PSAP compatibility throughout the state and support statewide interoperable communications for first responders, thus improving safety of the public.

Task #1 for Objective #1

Conduct allowable PSAP operations activities.

Performance Measure

- 1 PSAP operations activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced interoperable capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2

Provide equal employment opportunities for minority group members and women (EEO).

Performance Measure

- 1 DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

Task #2 for Objective #2

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

Performance Measure

- 1 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.

- 2 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2

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 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

Award Contract

Project No.

PS17-1007-D00

Grantee Name

Oneida County

03/26/2018

Special Conditions



**ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER**

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

March 16, 2018

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

FN 20 18-113

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

This contract is awarded to Oneida County under the New York State 2017 Statewide Interoperable Communications Grant Program (2017 SICG-Formula). Funding for this grant is provided by the United States Department of Homeland Security and Emergency Services.

The award of this grant to Oneida County is in the amount of \$773,684.00. The grant covers the period from January 1, 2018 – December 31, 2019 (24 months) with the possibility of an extension.

The purpose of the Statewide Interoperable Communications Grant Program is to allow State support to aid County, local, and municipal public safety organizations in enhancing emergency response, improving capability, making improvements in governance structures, operating procedures, infrastructure development and addressing SAFECOM Guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC).

I respectfully request that you submit this grant contract to the Board of Legislators for approval and when approved, please have it electronically signed. If you have any questions, please contact me.

Sincerely,

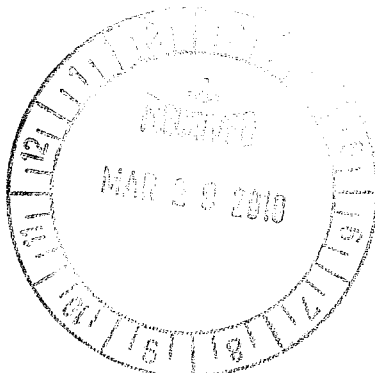
Kevin W. Revere
Director

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

Anthony J. Picente, Jr.
County Executive

Date 3-29-18

kmg



Oneida Co. Department Emergency Services

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

Oneida County Board of Legislators
Contract Summary

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

Title of Activity or Services: Homeland Security Grant – Statewide Interoperable
Communications Grant (2017 SICG-Formula)

Proposed Dates of Operations: 1/1/2018 – 12/31/2019

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

- 1) **Narrative Description of Proposed Services:** To aid county, local, and municipal public safety organizations. This grant will continue to support the phase 2 digital trunked public safety radio system.
- 2) **Program/Service Objectives and Outcomes:** To enhance emergency response by improving capability, operating procedures, and infrastructure development.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$773,684.00

Account # H-581

Oneida County Dept. Funding Recommendation: \$773,684.00

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

Cost Per Client Served: N/A

Past Performance: N/A

O.C. Department Staff Comments: Yearly grant application. Please note electronic signature is required.

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p>NYS COMPTROLLER'S NUMBER: C198216 (Contract Number) ORIGINATING AGENCY CODE: 01077</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: SI2017 CFDA NUMBER: DHSES NUMBERS: WM17198216</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000 SFS VENDER NO: 1000002595 DUN & BRADSTREET NO: 075814186</p>	<p>INITIAL CONTRACT PERIOD: FROM 01/01/2018 TO 12/31/2019 FUNDING AMOUNT FOR INITIAL PERIOD: \$773,684.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable)</p>
<p>CHARITIES REGISTRATION NUMBER: _____ (Enter number of Exempt) If "Exempt" is entered above, reason for exemption. <u>0 - not exempt</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>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____ Date: _____ State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p>

Statewide Interoperable Communications Grant

Award Contract

Project No.

SI17-1008-D00

Grantee Name

Oneida County

03/16/2018

Award Contract

Statewide Interoperable Communications Grant

Project No.

Grantee Name

SI17-1008-D00

Oneida County

03/16/2018

Award Contract**Statewide Interoperable Communications Grant****Project No.**

SI17-1008-D00

Grantee Name

Oneida County

03/16/2018

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1¹

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

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

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

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

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

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

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

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

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in

the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the

Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

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

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

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

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld

funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

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

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

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

comply with the following applicable provisions:

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
 - c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.
 - e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
 - a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales

records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and

mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

1. General Provisions

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

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

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

2. Contract Goals

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

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

3. Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

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

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

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

c. Staffing Plan

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

d. Workforce Employment Utilization Report

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

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

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

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

4. MWBE Utilization Plan

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

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

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

5. Waivers

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

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

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

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

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

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

participation.

EEO

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

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

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

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

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

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement.

Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

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

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

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

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

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

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

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

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

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make

required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with

all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

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

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

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

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the

Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

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

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

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding

agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

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Statewide Interoperable Communications Grant

Award Contract

Project No.
SI17-1008-D00

Grantee Name
Oneida County

03/16/2018

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Radio Equipment (TDMA P25 phase 2 digital trunked public safety radio system and other related items)	06CP-01-BASE	1	\$773,684.00	\$773,684.00	\$773,684.00	\$0.00
Total					\$773,684.00	\$773,684.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$773,684.00	\$773,684.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$773,684.00	\$773,684.00	\$0.00

Award Contract**Statewide Interoperable Communications Grant****Project No.**

SI17-1008-D00

Grantee Name

Oneida County

03/16/2018

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
 Attention: Contracts Unit
 State Office Building Campus – Bldg. 7A
 1220 Washington Avenue, Suite 610
 Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

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

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 07/2015

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Award Contract**Project No.**

SI17-1008-D00

Grantee Name

Oneida County

03/16/2018

Work Plan**Goal**

Make necessary improvements and provide for sustainment of Land Mobile Radio Systems (LMR), implementation and maintenance of components supporting interoperability, continuous training and exercise, sustainment and further development of the governance structure. Enhance emergency response and improve capability and performance results from the U.S. Department of Homeland Security's (DHS) National Emergency Communication Plan (NECP), improvements in governance structures, operating procedures, infrastructure development and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC).

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To ensure progress towards the goals and milestones described in the Statewide Communications Interoperability Plan (NYS SCIP) and toward communication priorities identified by the Federal government (SAFECOM). Provide stability, sustainment and further development of LMR systems and regional solutions developed to date. Provide for the: development and coordination of National Interoperability Channels, State, Regional, Tribal and Local mutual aid channels; development of interoperable communications infrastructure; improvements of Public Safety Answering Points (PSAPs) toward Next Generation 911 (NG-911) development in accordance with New York State plan and vision; development of governance and SOPs; Development of inventory of statewide communications resources (i.e. continuous participation in CASM-Communications Assets Survey and Mapping tool) and Tactical Interoperable Communication Plan (TICP) development, update and utilization.

Task #1 for Objective #1

Purchase allowable interoperable communication equipment. Train appropriate personnel in the proper use of equipment and place equipment into service. Establish or improve governance and standard operating procedures related to such equipment. Report on progress of implementation of project and the development and implementation of formalized standard operating procedures and governance structure.

Performance Measure

Identify equipment or services ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment and/or activities conducted. Provide a brief narrative, including examples, of formalized governance and/or standard operating procedures. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Describe how the project increased multi-agency regional partnerships, including partnerships with consortiums. Equipment and services accountability records are properly maintained.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2

Provide equal employment opportunities for minority group members and women (EEO).

Performance Measure

1 DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

Task #2 for Objective #2

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

Performance Measure

Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS
1 discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.

Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS
2 discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2

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 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

Award Contract**Statewide Interoperable Communications Grant****Project No.****Grantee Name**

SI17-1008-D00

Oneida County

03/16/2018

Special Conditions

The subrecipient shall use the funds provided pursuant to this Agreement to carry out the Work Plan described in this Appendix D. Any services in this contract awarded by the Division of Homeland Security and Emergency Services (DHSES) Office of Interoperable and Emergency Communications (OIEC) to subrecipient based on subrecipient's submission of an Application Proposal in response to a Request for Applications (RFA) shall be subject to the terms and conditions in both the subrecipient's Application Proposal and the RFA, incorporated herein by reference, which shall apply as if fully stated herein. This Program Work Plan shall not be modified without approval from the DHSES. If modification to this Program Work Plan is necessary, the subrecipient must submit a written request to DHSES OIEC and await DHSES OIEC approval before implementing such changes. If changes in the Work Plan are made without DHSES OIEC's prior approval, DHSES OIEC reserves the right, in its sole discretion, to disallow reimbursement for the modifications, reduce the amount payable to the subrecipient, terminate this Agreement, or take any other action deemed necessary.

A. Permissible Use of Funding

1. Statewide Interoperable Communications Grant (SICG) funds must be used in accordance with the guidelines set forth in the Request for Applications, which can be located at <http://www.dhSES.ny.gov/oiec/grants/>.
2. Any unused funds will be reprogrammed pursuant to a plan approved by the Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications.
3. The project must commence 180 days after successful approval of the contract by the New York State Office of the Comptroller.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding SICG 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 SICG as listed in the Request for Applications, which can be located at <http://www.dhSES.ny.gov/oiec/grants/>.
2. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any 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 SICG funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment; a recommended technology to achieve emergency interoperable communications.
4. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that subrecipients 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.

D. Training & Exercise Related Activities

1. Any training courses to be supported by this award must be on equipment contained in the approved application. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any training in question.
2. Subrecipients are required to be NIMS compliant. DHSES/OIEC requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Planning, Administration and Deployment Costs

1. Services relating to developing, designing and implementing interoperability plans and network system development must

be consistent with awarded applications.

2. Permissible costs are limited to costs associated with the development and deployment of public safety communications systems, networks, technology or facilities whose purpose is to provide the sharing of voice, data and video transmissions; dispatch and incident management involving two or more organization or jurisdiction and in accordance with approved interoperability plans operating standards.

F. Law Enforcement Requirements

1. Subrecipients agree that such funding shall leverage a regional approach to support multi-jurisdictional (two or more counties) and multi-discipline (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications.
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 is accomplished.
3. Acceptance of the SICG funding indicates your acknowledgement that State agencies/authorities and other jurisdictions are permitted on your radio system for the coordination and provision of State assistance. Failure to comply with this requirement may result in a disallowance of costs and jeopardize future funding opportunities.

G. Consortium Requirements

1. Subrecipients must be an active member of, or demonstrated a commitment to, a regional consortium. Such a consortium shall consist of two or more counties formed to promote multi-jurisdictional (two or more) and multi-discipline (two or more) (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications and interoperability; and must support the agencies of the State of New York.
2. If not currently a member of a consortium, the commitment to participate in a consortium must be in effect and certified within 120 days of notice of potential award. Certification requirements can be found in the Request for Applications, which can be located at <http://www.dhSES.ny.gov/oiec/grants/>.
3. Subrecipients are responsible to ensure that funds used under this grant acknowledge accessibility for other jurisdictions and levels of government, including state agencies, to share communications systems to achieve further statewide cross-jurisdictional and intergovernmental interoperability goals and objectives.
4. Subrecipients must maintain membership in the consortiums indicated in their application throughout the grant period.

H. SEQRA and EHP Requirements

1. Subrecipients shall ensure compliance with the State Environmental Quality Review Act of 1975, as amended, and all other local environmental and historic preservation requirements, in the planning and execution of all projects under this grant. Please contact the New York State Division of Environmental Conservation, or visit <http://www.dec.ny.gov/permits/357.html>, for additional information.
2. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are further required to comply with all applicable federal 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).
3. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize 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 that are 50 years old or greater. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.
4. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
5. 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 New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

I. 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.

J. 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. Subrecipients 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 Risk 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.

K. Construction and Infrastructure

1. In those instances where a tower will be constructed using SIGG funds, access and use of such tower by State Agencies shall be at no-cost to the State. However all costs associated with the installation of operation of the State's user equipment shall be the sole responsibility of the State. Costs may include, but not be limited to: environmental assessments; structural assessments and tower reinforcement, if needed; costs associated with the licensing installation and operation of the State's user equipment, including electrical power and telecommunications lines.
2. When possible, the subrecipient shall provide emergency stand by power to support the State's user equipment. If the existing facility is not capable of supporting the State's needs, the subrecipient agrees to provide sufficient space for the installation and operation of a State-owned generator.

L. Communications Assets Survey and Mapping (CASM) tool maintenance and updates.

1. Subrecipient must input information into CASM, actively maintain and update the data to ensure information remains up to date within the CASM tool.

Oneida County
Office of Traffic Safety / STOP-DWI Program



Anthony J. Picente Jr.
Oneida County Executive

Thomas A. Giruzzi
Stop-DWI Coordinator



FN 20 18-114

January 4, 2018

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

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

Attached is an agreement that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the Town of New Hartford, through the New Hartford Police Department.

I am respectfully requesting that this agreement for the New Hartford Police Department be approved as an additional Police Agency Contract for Crackdown Patrols. The New Hartford Police Department was not originally listed as one of the agencies which received Board of Legislator approval by Resolution NO. 364, dated November 22, 2017, as at that time we did not have sufficient funds for New Hartford.

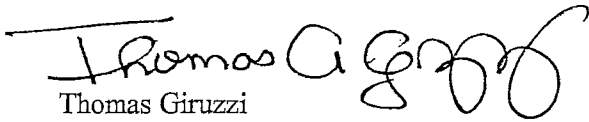
Stop-DWI has recently been awarded additional funding for crackdown enforcement from the New York State STOP DWI Foundation. This agreement for New Hartford contains the same content as the prior agreements, with the exception of agency name, locality, and dollar amount. No County dollars are needed for this agreement.

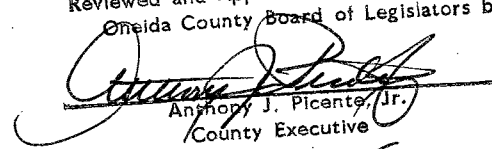
The attached agreement is for:

New Hartford Police Department 32 Kellogg Road, New Hartford, NY 13413 \$4,000.00

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,


Thomas Giruzzi
Stop-DWI Coordinator

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

Anthony J. Picente, Jr.
County Executive
Date 3-22-18



Oneida County Emergency Services • 200 Base Road • Suite 3 • Oriskany, NY 13424
Office of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8943
Fax: 315.736.8958 • E-mail stopdwi@ocgov.net • www.ocgov.net



Oneida Co. Department: Stop-DWI Program

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

ONEIDA COUNTY BOARD OF LEGISLATORS CONTRACT SUMMARY

Name & Address of Vendor: Town of New Hartford
New Hartford Police Department
32 Kellogg Road
New Hartford, NY 13413

Title of Activity or Service: *Selective STOP-DWI Crackdown Patrols*

Proposed Dates of Operation: December 15, 2017 – September 30, 2018

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: The New Hartford Police Department will provide special holiday patrols, in addition to their normally scheduled patrols, with the sole function focusing on Selective STOP-DWI Crackdown Patrols.

2) Program/Service Objectives and Outcomes: To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.

3) Program Design and Staffing: Staff is drawn from the agency's sworn police officers

Total Funding Requested: \$ 4,000.00

Account#: A3313.495

Oneida County Dept. of Funding Recommendation: \$4,000.00

Proposed Funding Sources (Federal \$ /State\$ / County \$): *County dollars, 100% reimbursed from the New York State STOP-DWI Foundation Crackdown grant.*

Cost per Client Served: N/A

Past Performance Data: Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.

O.C. Department Staff Comments: At the end of last year, New Hartford was not slated to receive any Crackdown funds, but additional grant funding made available to Stop-DWI early this year makes it possible to now provide New Hartford with funding for special holiday patrols.

**ONEIDA COUNTY SELECTIVE STOP-DWI CRACKDOWN
PATROLS AGREEMENT**

THIS AGREEMENT made this 4th day of January 2018, by and between the **TOWN OF NEW HARTFORD** through its **NEW HARTFORD POLICE DEPARTMENT**, having offices at 32 Kellogg Road, New Hartford, New York 13413, hereinafter referred to as the “**POLICE AGENCY**,” and the **COUNTY OF ONEIDA**, through its **STOP-DWI PROGRAM**, hereinafter referred to as the “**COUNTY**” (collectively referred to as the “Parties”).

WHEREAS, the **COUNTY** operates and conducts a “**STOP-DWI PROGRAM**,” which seeks the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the **STOP-DWI PROGRAM** has been the recipient of a special grant from NYS STOP-DWI Foundation to support a program entitled “**Selective STOP-DWI Crackdown Patrols**”; and

WHEREAS, the **POLICE AGENCY** has expressed the willingness, ability and desire to participate in **Selective STOP-DWI Crackdown Patrols**.

NOW, THEREFORE, the Parties agree as follows:

1. The **POLICE AGENCY** shall provide **Selective STOP-DWI Crackdown Patrols** on targeted holiday dates, as set by the New York State STOP-DWI Foundation. These services and activities shall be related to the mission of the **STOP-DWI PROGRAM**: the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **POLICE AGENCY** up to the sum of four thousand dollars and no cents (**\$4,000.00**) for its participation in **Selective STOP-DWI Crackdown Patrols**. The funds paid to the **POLICE AGENCY** under this Agreement are intended to be used to support hours worked by police officers during the **Selective STOP-DWI Crackdown Patrols**. Payments shall be made upon receipt from the **POLICE AGENCY** of a properly completed **COUNTY** voucher and related New York State STOP-DWI Foundation activity forms, which will itemize and set forth in detail the costs incurred and/or services performed. Said voucher and forms must be submitted within thirty (30) days of said **Selective STOP-DWI Crackdown Patrols**.

3. All activities associated with this **AGREEMENT** shall be governed by the officially published “Standard Operating Procedures of the Oneida County Stop-DWI Program,” as same may be amended.

4. The **POLICE AGENCY** warrants and represents that the program to be conducted by it under this **AGREEMENT** does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The **POLICE AGENCY** agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations, as same may from time to time be amended.

6. The **POLICE AGENCY** shall notify the **STOP-DWI PROGRAM** Coordinator of all traffic fatalities occurring within the **POLICE AGENCY's** jurisdiction during the term of this **AGREEMENT**, upon completion of the investigation of the fatality. Such notification shall include a photocopy of the final MV-104A and MV-104D Police reports.

7. The **COUNTY** reserves the right to terminate this **AGREEMENT** upon thirty (30) days written notice to the **POLICE AGENCY**. In the event of termination, the **COUNTY** will have no further obligation to the **POLICE AGENCY** other than payment for costs or services actually incurred prior to termination. In no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

8. This **AGREEMENT** may not be assigned by the **POLICE AGENCY** without the prior written consent of the **COUNTY**.

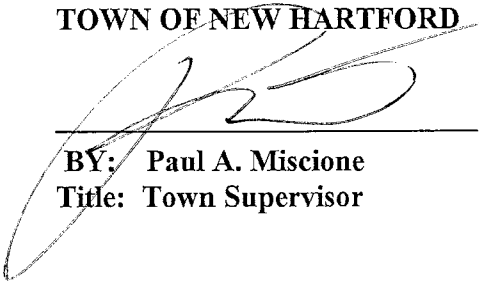
9. The Oneida County Standard Contract Clauses Addendum, which contains additional terms, covenants, and conditions that the Parties agree to be bound by and follow, is incorporated by this reference and made a part of this **AGREEMENT**.

10. This **AGREEMENT** shall be effective from December 15, 2017 through September 30, 2018.

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LEFT INTENTIONALLY BLANK

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

TOWN OF NEW HARTFORD



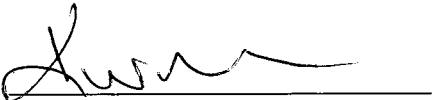
BY: Paul A. Miscione
Title: Town Supervisor

3/7/18
DATE

ONEIDA COUNTY

BY: Anthony J. Picente, Jr.
Title: Oneida County Executive

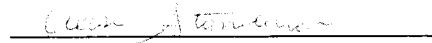
DATE



BY: Kevin W. Revere
Title: Emergency Services Director

3/19/18
DATE

Approved



Alison Stanulevich, Assistant County Attorney

ONEIDA COUNTY STANDARD CONTRACT CLAUSES ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

April 5, 2018

FN 20 18 - 115

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

WAYS & MEANS

Honorable Members:

Pursuant to Article 25AA, Section 302, and by recommendation of the Farmland Protection Board (FPB), I hereby make the following appointments to the Farmland Protection Board. All appointments will be effective immediately.

The FPB recommended the reappointments of **Andy Gale, 9528 Crooked Hill Rd, Cassville, NY 13318** representing agri-business and **Paul van Lieshout, 6940 Collins Rd., Durhamville, NY 13054** representing the farm community. These appointments will be effectively immediately for a term of 4 years, terms expiring December 31, 2021.

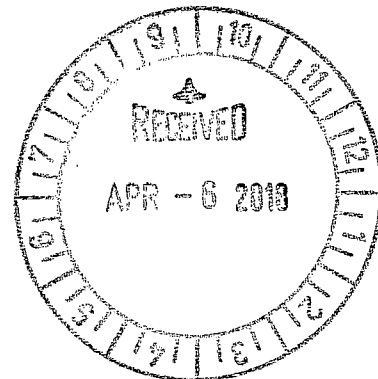
The selection of the Legislative representative to this Board will be **Brian Mandryck of 9245 Sly Hill Rd., NY 13303** with a term to run 2 years, effective immediately and expiring December 31, 2019.

These appointments do not require Board of Legislators approval.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:cd
Cc: Appointees
Farmland Protection Board members



ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

Sarah E. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Archana Nayak

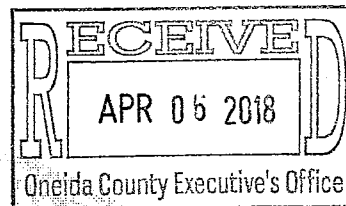
FN 20 18-116

March 27, 2018

PUBLIC SAFETY

WAYS & MEANS

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



Dear Mr. Picente:

By this letter, I am requesting your approval, as well as the Board of Legislators, for the following 2018 budgetary transfer within the District Attorney Law Enforcement cost center to purchase portable police radios and accessories for the investigative staff:

TO:

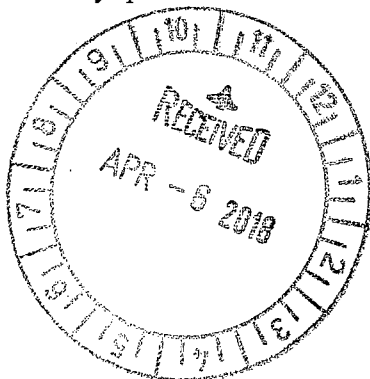
A1162.295 Other Equipment \$13,000.

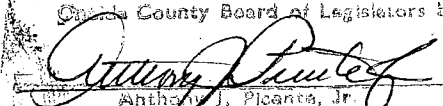
FROM:

A1162.4951 Other Expenses \$13,000.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

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



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

Anthony J. Picente, Jr.
County Executive
Date: 4-6-18

The Honorable Anthony J. Picente
March 27, 2018
Page Two

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott D. McNamara", with a long horizontal flourish extending to the right.

Scott D. McNamara
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman
Hon. George E. Joseph, Majority Leader
Hon. Philip M. Sacco, Minority Leader
Hon. James D'Onofrio, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director



1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

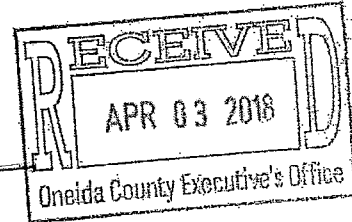
Office of the President
(315) 792-5333
Fax (315) 792-5678

March 26, 2018

Honorable Anthony Picente
County Executive
800 Park Avenue
Utica, New York 13501

FN 20

18-117



ECONOMIC DEVELOPMENT
& TOURISM

WAYS & MEANS

Dear Mr. Picente:

I am pleased to forward for your review a revised three-year contract that the members of the MVCC Association of Mohawk Valley Administrators and the MVCC Board of Trustees have both ratified. This collective bargaining agreement is within the parameters set forth by the MVCC Board of Trustees.

BACKGROUND

Mohawk Valley Community College began negotiations with the Association of Mohawk Valley Administrators on February 5, 2018 and participated in two (2) negotiations sessions through March 2018. The agreement was unanimously approved by the AMVA membership and the MVCC Board of Trustees.

AGREEMENTS

- **Promotion** – Bargaining unit members promoted in Level and who are academic administrators may also be appointed in Rank at the same time they are promoted in Level.
- **Longevity** – All language regarding longevity was removed from the Agreement as longevity was negotiated out of the agreement during last time.
- **Academic Rank** – All new academic administrators will be hired at the Rank of Assistant Professor.

FINANCIALS

Salary Adjustments

- Year 1 – 2018-2019:** all bargaining unit members will receive a 2.9% increase to their base salary. The actual dollar cost on this is \$80,821
- Year 2 – 2019-2020:** all bargaining unit members will receive a 2.7% increase to their base salary. The actual dollar cost on this is \$77,429
- Year 2 – 2020-2021:** all bargaining unit members will receive a 2.7% increase to their base salary. The actual dollar cost on this is \$79,520

Under the supervision of the State University of New York and sponsored by Oneida County

Honorable Antony Picente
March 26, 2018
Page 2

If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me directly.

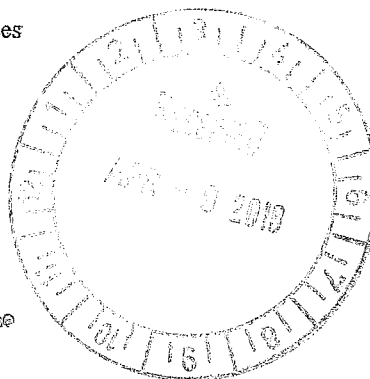
Sincerely,



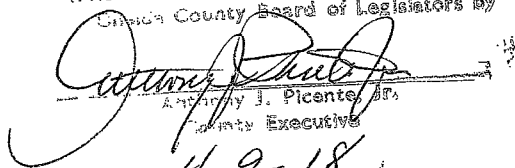
Randall J. VanWagoner
President

Enclosures

C: MVCC Board of Trustees
Kim Evans-Damé, Executive Director of Human Resources
Ray Bara, Assistant County Attorney



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



Anthony J. Picente, Sr.
County Executive
Date 4-9-18

Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Mohawk Valley Community College
1101 Sherman Drive
Utica, New York 13501-5394

Title of Activity or Service: Collective Bargaining Agreement

Proposed Dates of Operation: September 1, 2018 thru August 31, 2021

Client Population/Number to be Served: Members of the MVCC Association of
Mohawk Valley Administrators

Summary Statements

- 1) **Narrative Description of Proposed Services:** This is a collective bargaining agreement between the members of the MVCC Association of Mohawk Valley Administrators, the MVCC Board of trustees and Oneida County. It sets forth terms of employment, salary and other benefits of the members' employment.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: N/A

Account # N/A

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data:

O.C. Department Staff Comments: This is a revised three-year contract that has been ratified by both the MVCC Board of Trustees and the Association.

AGREEMENT

Effective: September 1, 2018
Term: September 1, 2018 through August 31, 2021

By and Between

THE COUNTY OF ONEIDA (hereinafter referred to as the "County")

and

THE BOARD OF TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE
(hereinafter referred to as the "Board")

and

MOHAWK VALLEY COMMUNITY COLLEGE (hereinafter referred to as the
"College")

[hereinafter the County, Board, and the College collectively referred to as the
"Employer"]

and the

ASSOCIATION OF MOHAWK VALLEY ADMINISTRATORS (hereinafter referred to
as the "Association").

Association of Mohawk Valley Administrators
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ARTICLE I
REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II
RECOGNITION

- 2.1 The Unit. The College hereby recognizes the Association as the exclusive collective bargaining representative of those full-time employees in a bargaining unit at Mohawk Valley Community College comprised of those and only those administrative positions listed in Addendum C for the purpose of negotiations regarding wages, hours, and other terms and conditions of employment and the settlement of grievances. The Executive Director of Human Resources will provide a list of titles to the Association annually.
- 2.2 Duration. Such recognition shall remain in effect for the maximum period allowed by law.

ARTICLE III
ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 3.1 Association Membership. The Employer and the Association hereby agree that bargaining unit employees have the right to freely organize, join or support, or refrain from joining or supporting the Association for the purpose of engaging in collective bargaining or negotiations and other lawful, concerted activities for mutual aid and protection. The Employer and the Association undertake and agree that they will not directly or indirectly deprive, coerce, or harass any employee in the employment of any right conferred upon him/her by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or lack thereof in any lawful activity of this Association or in collective bargaining negotiations with the Employer, or his/her institution, of any grievance or complaint under this Agreement.
- 3.2 Use of Facilities. The Association, or its representatives, shall be permitted to transact official Association business on college property conditioned upon the understanding that such usage not conflict with the normal college operations. The Association will make advance arrangements with the College pursuant to current procedures for room reservations.

- 3.3 Dues Deductions. Pursuant to the plans certified by the Association and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Association, the College shall, on a bi-weekly basis (26 or 27, dependent upon pay periods contained in fiscal year), deduct from the salaries of the employees determined to be eligible for membership in the Association the regular Association membership dues and remit the same to the Treasurer of the Association. Dues deductions may only be revoked by instrument in writing and the Executive Director of Human Resources or designee shall promptly notify the Treasurer of the Association of the receipt of such revocation notices. The Association shall indemnify and hold harmless the Employer and its officials and employees from any cause of action, claim, loss, or damage incurred as a result of the College's deduction from employees pursuant to this Article.

The Association shall be entitled to the benefit of the provisions of the Agency Fee legislation enacted by the 1976-1977 session of the New York State Legislature, as may be amended. Deductions shall be effective for the first full pay period which begins after final ratification of this Agreement and after the Executive Director of Human Resources or designee has received notice from the Association of the amount of the deduction.

- 3.4 Contract Distribution. Copies of this shall be made available by the Association, upon request, to all employees of the bargaining unit.
- 3.5 Meetings of the Parties. The President of the College and the President of the Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract. Meetings of the committee may be initiated by either party through request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or is in negotiations. An Ongoing Joint Committee (OJC) shall be authorized to meet as provided in Addendum A.
- 3.6 Association Business. The Association President, with the prior approval of his/her immediate supervisor and subject to his/her responsibilities and obligations to the College, shall be permitted to transact official Association business on Employer's property at reasonable times provided there is no interference with instruction, administrative functions, or with College operations.
- 3.7 Association Notices. The Association shall have the right to post notices of its activities and matters of Association concern on College bulletin boards. The Association may use the intra-campus mail service to distribute its communications, and is permitted reasonable e-mail use subject to Board and College policies and procedures.
- 3.8 The Association will not cause, assist, instigate, encourage, threaten, condone, participate, or engage in any strike against the Employer, or impose an obligation upon any employee to do so. A strike includes any concerted stoppage of work or slow-down of any kind by an employee. The Association will exert its best efforts to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies, or duties of the Employer to enforce provisions of law applicable in the event of a strike.

ARTICLE IV
NON-DISCRIMINATORY APPLICATION

Mohawk Valley Community College does not discriminate. The provisions of this Agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination and in accordance with federal, state and local laws.

ARTICLE V
APPOINTMENTS AND PROMOTIONS

- 5.1 Credited Years of Service. For the purpose of this Agreement, a year of service is service for an employment year. The employment year shall begin on the first day of the fiscal year of the College (September 1) and shall end on the last day of the fiscal year (August 31). In the initial year of employment or upon recall from layoff any bargaining unit employee whose employment begins no later than October 1 shall be credited a full year of service.
- 5.2 Method of Appointment. All appointments are made by the Board upon the recommendation of the President of the College or designee.
- 5.3 Acting Appointment. The Board may appoint a bargaining unit employee to assume the responsibilities of a bargaining unit or non-bargaining unit position in an acting capacity for a period not to exceed one (1) year. The intent is to provide a continuity of function that would normally be interrupted due to the vacancy. Service in such position is voluntary on the part of the bargaining unit employee. A bargaining unit employee promoted to an acting appointment will hold all rights of appointment and will be compensated at a rate mutually agreed upon. At any time up to but not to exceed one (1) year the bargaining unit employee may return or be returned to the original title by the administration. In any event, the bargaining unit employee shall have the right to return to his/her original title when the vacancy is filled.
- 5.4 Term Appointment. Term appointments are full-time appointments made for a fixed term not to exceed one (1) year [renewable for one (1) additional year] when a position or need for services is not expected to be permanent. Appointments automatically expire upon the final date of the appointment term and there should be no expectation of continued employment beyond the final date of the appointment term. There shall be no right of appeal from non-renewal of a temporary or a term appointment, nor need cause be given.

Examples: The following are types of positions, among others, for which term appointments may be made:

- Administrative positions
- Special purpose assignments
- Positions which are not expected to be continuing
- Replacement for personnel on leave
- Interim arrangement

5.5 Earned Credited Service. An employee employed on a term appointment and thereafter employed as a probationary employee in the same or in a similar position shall be given up to a maximum of two (2) years credit against the required probationary period.

5.6 Probationary Appointment.

- A. Definition. A probationary appointment is a full-time appointment prior to the granting of a continuing appointment.
- B. Duration. Probationary appointments shall be for a period not to exceed five (5) years of credited service.
- C. Termination. In the event a probationary appointment is to terminate prior to the completion of one year of service in a particular position, the President of the College or designee shall provide no less than one month notice in writing, or pay in lieu of any deficiency in notice, to those unit employees who are to be terminated from service. In the event a probationary appointment is to terminate after one year of service but prior to the completion of five years of service in a particular position, the President of the College or designee shall provide no less than six months notice in writing, or pay in lieu of any deficiency in notice, to those unit employees who are to be terminated from service. Termination of a probationary appointment shall not constitute dismissal.

The appointee shall signify, in writing, the employee's acceptance or rejection of appointment not later than one month following written notice of appointment or the offer of appointment is withdrawn.

The termination of a probationary employee after the second year of credited service at the College is reviewable under the grievance procedure. The grievance shall be limited solely to questions of compliance with notice and evaluation provisions of the Agreement, including having been informed by any deficiencies and receiving a reasonable opportunity to remedy the same.

5.7 Continuing Appointment.

- A. Definition. A continuing appointment is a full-time appointment as an administrator which shall continue unless terminated for just cause.
- B. Method of Appointment. Continuing appointments shall be made by the Board upon the recommendation of the President of the College or designee in accordance with this Agreement.
- C. Eligibility. All administrators are eligible for a continuing appointment upon satisfactory completion of not less than three (3) nor more than five (5) years of full-time service in a particular position covered by this Agreement.

- 5.8 Service Credit. The following shall be used in computing years of credited service:
- A. Consecutive full-time probationary or term appointments to the same unit title subject to the limitations of Article 5.5;
 - B. An employee appointed to one unit title and thereafter appointed to a second unit title shall be given up to a maximum of two (2) years credit against the probationary period in the second title;
 - C. Periods of leave with salary during appointment periods;
 - D. Periods of leave without salary at the discretion of the Board;
 - E. Non-consecutive full-time administrative appointments to a maximum of three (3) years.
- 5.9 Retention of Continuing Appointment. An employee with a continuing appointment who leaves his/her employment at the College, and who then returns to the College in the same or in a similar position within two (2) years shall return with that continuing appointment. An appointment to a College administrative position shall be without loss of continuing appointment in the position and rank or unit title held prior to the administrative appointment subject to the terms and conditions of agreements with other bargaining units.
- 5.10 Procedures. Not later than November 1 of the fifth (5th) year of credited service the appropriate College Administrator shall submit a written recommendation, with justification, as to a continuing appointment to the President of the College.
- 5.11 Notice. Written notice that a continuing appointment is not to be granted shall be given not later than five (5) business days following the regular February Board meeting preceding the completion of five (5) years of credited service. In the event there is no February Board meeting, such notice shall be given not later than five (5) business days following the regular March Board meeting.
- 5.12 Promotion. Promotions may be granted by the Board following the recommendation of the President of the College.
- 5.13 Basis for Promotion. Promotion is based on merit.
- A. All new bargaining unit employees start at Level 1.
 - B. To be eligible for promotion from Level 1 to Level 2, a person must have completed three (3) years of service ("Credited Years of Service" as referenced in Article 5.1) in a title which does not require teaching at Mohawk Valley Community College. To be eligible for the next two (2) subsequent promotions (from Level 2 to Level 3 and from Level 3 to Level 4), a person must complete three (3) years of service in that same title since the previous promotions. To be eligible for promotion from Level 4 to Level 5, a person must complete five (5)

years of service in that title since the previous promotion.

- C. Bargaining unit employees currently serving in an academic administrator capacity, as they are granted promotion in Level, shall also be elevated in academic rank as referenced in Article 5.17.
- 5.14 Consideration for Promotion. Consideration of an employee may be initiated by the College or by written request of the employee to the appropriate College Administrator.
- 5.15 Denial of Promotion. The appropriate College Administrator will provide unsuccessful candidates with the specific reason for the denial in writing.
- 5.16 Effective Date. Promotions may be conferred at any time in accordance with the directives of the Board. Normally, promotions will become effective at the beginning of the fiscal year following that in which they are granted.
- 5.17 Academic Rank. Elevation in rank is based on promotion.
- A. Bargaining unit employees that have a teaching load as well as those who supervise and evaluate members of the faculty (hereinafter referred to as “academic administrators”) are eligible to hold academic rank.
 - B. Bargaining unit employees holding academic rank shall be designated by Assistant Professor, Associate Professor, or Professor.
 - C. Bargaining unit employees who have attained academic rank at the College shall enter the bargaining unit at the rank attained. Those academic administrators who hold rank of Instructor, as well as those academic administrators who do not currently hold academic rank, shall hereby be titled the academic rank of Assistant Professor.
 - D. Bargaining unit employees currently serving in an academic administrator capacity, as they are granted promotion in Level, shall also be elevated in academic rank, in title, consistent with their roles and responsibilities.
 - E. Nothing herein shall prevent the College from granting selective promotions in level or elevation in academic rank.
- 5.18 Grant-Funded Appointment. A grant-funded appointment is a full-time appointment to a unit position supported by grant, contract, or other third-party funds.
- A. Duration. The appointment expires at the end of the stated period or whenever grant funding shall cease, whichever comes sooner.
 - B. Renewal. A grant-funded appointment may be renewed at the sole discretion of the Board.
 - C. Continuing, Probationary, or Term Appointment. A unit employee employed on a

grant-funded appointment is not eligible for continuing, probationary, or term appointment.

- D. Promotion. A grant-funded employee is eligible for promotion.
- E. Academic Status. Persons holding grant-funded appointments may be granted academic rank consistent with their role and qualifications at the option of the Board.
- F. Credit for Grant-Funded Employment. An employee employed in a grant-funded position and thereafter employed as a probationary employee in the same or similar position shall be given a maximum of three (3) years credit against the required probationary period, and if the service is not continuous or immediately preceding the probationary appointment it must have been rendered within five (5) years preceding the probationary appointment.

ARTICLE VI
PROFESSIONAL OBLIGATION AND ASSIGNMENT

- 6.1 It shall be the duty of all full-time employees of Mohawk Valley Community College, unless otherwise specifically noted in their contracts or terms of employment, to devote their professional services and their individual skills to the service of Mohawk Valley Community College.

Bargaining unit employee's primary work obligation is to the College and all members shall work the number of hours necessary to complete their professional obligations. The number of hours worked may be flexed, and shall not conflict with the member's ability to complete their duties. The employee shall provide time and activity records as may be required. The employee shall not engage in consulting, outside employment, or other activities which conflict with the employee's responsibilities to the College except by approval of the appropriate supervisor.

- 6.2 Professional Obligation.

- A. The professional obligation of a twelve-month employee shall begin on the first day of the fiscal year of the College (September 1) and shall end on the last day of the fiscal year (August 31).
- B. The professional obligation of a ten-month Director shall begin seven (7) working days before the beginning of instruction in the fall semester and shall end eight (8) working days following Spring Commencement.

- 6.3 Job Description. Employees will be provided a current job description for their position. Changes in job descriptions shall be made after consultation with the position incumbent. The impact of such change(s), if any, shall be the subject of negotiation between the Board, College and Association.

- 6.4 Off-Campus Assignments.

- A. Employees may be assigned their professional obligation at the Utica campus, the Rome campus, or off-campus sites. Those employees who have professional obligations (excluding overload) at more than one site on the same day and who use their own motor vehicles for transportation shall be reimbursed at the federal mileage rate for travel between work sites. For purposes of this Agreement, travel one way between the Utica and Rome campuses is 20 miles.
- B. Those employees assigned to fulfill their professional obligation (excluding overload) at an off-campus site located 10 miles in excess of the distance normally traveled by the employee to the on-campus site to which the employee is primarily assigned as determined by the Vice President of Administrative Services or designee and who use their own vehicles for transportation will be reimbursed at the federal mileage rate for travel for the excess distance. The basis for determining travel distance will be the third-party method as set forth in Addendum D.

6.5 The following terms shall be as defined as follows:

- A. Class period shall mean a 50-minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these. Where class sessions are for two or more consecutive periods, a break equal to ten minutes for each sixty minutes will be scheduled by the faculty member.
- B. Practicum period shall mean a 50-minute period devoted to the direction and guidance of student application or development of principles, concepts, and skills in a particular physical environment. The practicum period includes laboratory, clinical laboratory, studio periods, drafting work, field trips, and internships. Where multiple consecutive practicum periods are scheduled, breaks equal to ten minutes for each sixty minutes of the practicum session will be scheduled by the faculty member.
- C. Contact hour shall mean a class period or a practicum period.
- D. Teaching credit hour shall mean a class period or 2.0 practicum periods.
- E. Course shall mean a program of instruction recorded with the Registrar and designated by a single catalog number.
- F. Section Size for a Class or Practicum Period. The size of a section scheduled for a class, or practicum period for a particular course, shall be determined by the Administration.

6.6 Web-Based Courses

- A. Definition. A web-based course is a course approved by the College for online instruction. A hybrid courses eligible for compensation is a course approved by

the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists of an off-the-shelf, pre-authored, or uploadable media from a publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit employee but it is not subject to compensation as described herein.

- B. Basis of Participation. Participation in web-based courses shall be voluntary for all bargaining unit employees unless a bargaining unit employee is otherwise informed in the appointment letter.
- C. Technical Support. The College is committed to providing the best training and technical support possible to instructors of web-based courses both during the developmental period and when the course is offered. Bargaining unit employees who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to address changes in technology. Training will be offered by the College at a mutually agreeable time. The statement of principle contained herein and the commitment to training contained herein are not subject to the arbitration step of the grievance process.
- D. Class Size. Beginning with the ratification of this Agreement, all web-based courses will have a cap of 25 students. Upon mutual written agreement with the bargaining unit employee, the cap may be raised above 25, but not to exceed 40.
- E. Assignment.
1. Bargaining unit employees may develop and may teach web-based courses.
 2. For web-based courses developed by a bargaining unit employee, that bargaining unit employee shall receive right of first refusal to teach for only the first semester that the course is offered and runs. If the bargaining unit employee refuses to teach the web-based course, the College shall then offer the web-based course to other bargaining unit employees prior to releasing it to non-bargaining unit employees.
 3. Bargaining unit employees shall have first rights to develop and teach web-based courses over non-bargaining unit employees, and those rights shall not conflict with any collective bargaining agreements in effect at the time this Agreement is ratified.
 4. Uniquely qualified bargaining unit employees shall have first rights to develop and teach original web-based courses. Qualifications shall include but not be limited to relevant education, relevant experience teaching subject matter, experience teaching in a community college, and relevant professional/industrial experience.
- F. Compensation.
1. Compensation for developing a course shall be \$700 per credit hour.
 2. Upon payment for development of a web-based course, the College shall

retain ownership.

3. Compensation for teaching a course for the first semester it runs shall be \$300 per credit hour in addition to compensation as set forth in Article 10.5.
4. Compensation for revising a course due to changes to curriculum or learning outcomes shall be \$300 per credit hour.

6.7 If a bargaining unit employee is required or assigned to perform coordinator duties in the absence of a coordinator who performed such duties under an established coordinator stipend agreement, the Ongoing Joint Committee (OJC) will convene to review and make recommendations.

6.8 In the event a ten-month employee accepts assignments to perform services beyond his/her professional obligation, he/she will receive additional compensation as specified in Article 10.7.

ARTICLE VII EMPLOYMENT POLICIES

7.1 Seniority. Seniority shall apply as follows: Bargaining unit employees will accumulate seniority based upon date of appointment to the College.

7.2 Retrenchment.

- A. When the number of bargaining unit employees is to be reduced the President of the College or designee shall provide affected employees six (6) months notice thereof prior to the effective date of retrenchment or pay in lieu of any deficiency in notice.
- B. Rights at Retrenchment. Upon notification of retrenchment an employee shall be offered transfer to an available position. An employee who declines such offer of transfer to a College position at the same or higher rate of compensation as the position from which the employee was retrenched shall forfeit all rights under Sections 7 and 10 of this Agreement. Members of the Ongoing Joint Committee (OJC) will review and make recommendations as outline in Addendum A.

If no position is available for which the employee is qualified, that employee will receive consideration for:

1. Retraining for assignment to an available position;
2. Fulfillment of the employee's work obligation by performing available work both within and outside of the employee's current department or administrative function and/or during summer sessions.

In any of the foregoing instances, the employee must be qualified as recommended by the President of the College and approved by the Board; the opportunity applies to work within or outside of the employee's current job title; the performing of such services does not constitute a transfer; the opportunity

shall be at the expense of overload assignments and part-time employees.

C. Rights Following Retrenchment. If within two (2) years the position from which an employee was retrenched is re-established or a vacancy occurs within the bargaining unit for which he/she is qualified and the College elects to fill the position, the College will offer such position to the retrenched employee(s) in inverse order of retrenchment. Members of the Ongoing Joint Committee (OJC) will review and make recommendations as outlined in Addendum A. Refusal of such an offered position, regardless of pay rate, shall terminate the retrenched employee's recall entitlement hereunder. When a retrenched employee assumes any bargaining unit position, he/she maintains all rights and seniority less time of lay-off.

7.3 A. Reversion. When a vacancy exists in a full-time teaching faculty bargaining unit position a bargaining unit employee may, subject to the needs of the College, revert to full-time teaching position in which he/she held or has been eligible for a continuing or career appointment, in accordance with his/her qualifications, experience, and expertise as determined by the appropriate College Administrator. Upon return to such teaching position, he/she will be assigned to a Department in accordance with his/her qualifications, experience, and expertise.

B. Benefits. The movement to full-time teaching status shall cancel the right to accrue vacation as well as those other rights and benefits peculiar to administrative professionals within the bargaining unit. Vacation accruals to the then maximum days not used prior to the effective date of the return to full-time teaching status shall be paid at his/her former administrative salary. The forfeiture of any rights and benefits peculiar to administrative professionals will be effective on the date of the change in status.

ARTICLE VIII CONFLICT OF INTEREST

An employee shall not engage in any activity which constitutes conflict of interest in accordance with Board Policy 2004.

ARTICLE IX EVALUATION

9.1 Evaluation. A formal written evaluation will be prepared at least annually for employees on probationary, term, or grant-funded appointments. Employees holding continuing appointment will be evaluated at intervals determined by the President of the College or designee, but at least once every five years. Employees on leave will be evaluated at the option of the President of the College or designee. The evaluation will be prepared by an employee's immediate supervisor. If the employee's immediate supervisor is also a bargaining unit employee, then the supervisor will prepare the evaluation in coordination with the appropriate Excluded Administrator. The evaluation will be discussed between the individual and the evaluator not later than the third Friday of July for twelve-month employees and not later than the end of the professional obligation for ten-month employees. The individual shall have the right to provide a written response within

fifteen calendar days following the conference with the evaluator. Such written statement shall be attached to and become part of the formal evaluation to be placed in the individual's personnel file. An employee may request that an evaluation of performance be made prior to the evaluator leaving employment at the College. A negative formal written evaluation shall not constitute discipline as provided for in Article XV herein.

9.2 Human Resources Folder. Human Resources shall maintain one official human resources folder for each employee. The folder shall contain two files: official human resources file, medical file, and may also contain a part-time/adjunct file for those employees with part-time employment and/or adjunct assignments.

- A. Official human resources file may include copies of employment applications, resumes, college transcripts, disciplinary memoranda, the annual performance appraisal of employees and/or periodic probationary reports.
- B. Changes, additions or deletions to the contents of an official human resources file are subject to the approval of the Executive Director of Human Resources.
- C. Information relating to the employee's academic or professional accomplishments submitted by them shall be placed in their official human resources file at the employee's request.
- D. The human resources folder shall be available for review by the employee, or the employee's representative under written authorization by the employee, upon appointment and during normal office hours. Copies of materials shall be made by the Executive Director of Human Resources or designee and furnished to the employee upon request and at the employee's expense.
- E. When information is added to an employee's human resources folder, a notice of such material will be sent to the individual. The unit employee will have the right to submit a written answer to the material and his/her answer shall be attached to the file copy.
- F. Access to the human resources folder shall be available to the President of the College or designee, an employee's immediate supervisor, and the Executive Director of Human Resources to assist in the making of employment decisions such as, but not limited to, promotion, transfer, reassignment, the granting of continuing appointments or retrenchment. Such access will be granted to others only after written permission from the employee.
- G. Access to the employee's human resources part-time/adjunct file shall be available to the President of the College or designee, supervisor(s), and the Executive Director of Human Resources to assist in making employment decisions. Such access will be granted to others only after written permission from the employee.
- H. Human resources medical files are kept separate from the human resources folder. Contents of the medical file are protected by law. Access to the file will be

granted to others only after written permission from the employee has been provided.

ARTICLE X
SALARY/ECONOMIC ISSUES/INSURANCE

- 10.1 A. 2018-19 base salary increase. Effective at the beginning of the professional obligation as defined in Article 6.2, each employee, unless otherwise agreed upon, shall receive a 2.9% increase to their 2017-2018 base salary in accordance with Article 10.4 of the Collective Bargaining Agreement.
- B. 2019-20 base salary increase. Effective at the beginning of the professional obligation as defined in Article 6.2, each employee, unless otherwise agreed upon, shall receive a 2.7% increase to their 2018-19 base salary in accordance with Article 10.4 of the Collective Bargaining Agreement.
- C. 2020-21 base salary increase. Effective at the beginning of the professional obligation as defined in Article 6.2, each employee, unless otherwise agreed upon, shall receive a 2.7% increase to their 2019-20 base salary in accordance with Article 10.4 of the Collective Bargaining Agreement.

- 10.2 A. Minimum annual salary levels:

Level	Minimum
H	\$70,023
I	63,852
J	59,721
K	55,616
L	49,445

- B. Minimum annual salary levels will be adjusted annually in accordance with the Cost of Living Adjustment (COLA) utilized by the United States Social Security Administration.
- 10.3 Nothing herein shall prevent the granting of selective increases by the Board upon recommendation of the President of the College and agreement by the Executive Committee of the Association.
- 10.4 No increase under this article shall be payable to an incumbent who has not completed at least 1/2 (one half) of his/her normal professional obligation.
- 10.5 Compensation for overload assignments shall be made at 35% of the per diem rate for bargaining unit employees with a twelve (12) month professional obligation and the minimum annual salary associated with Level L.
- 10.6 Health Insurance.

A. The College shall pay for the full cost of a health and hospitalization plan during the term of this contract for all bargaining unit employees hired on or before 31 August 1987. All unit employees hired or rehired on or after 1 September 1987 will be required to contribute 20% (twenty percent) of the gross cost of all health insurance benefits according to category (individual, family, or individual and dependent). Changing job titles within the bargaining unit does not constitute rehiring.

B. Waiver/buyout effective January 1, 2017:

Bargaining unit employees who waive medical, prescription, dental and vision coverage shall receive \$750 for individual; \$1,500 for two-person and family.

Bargaining unit employees who waive medical and prescription coverage shall receive \$600 for individual; \$1,200 for two-person and family.

10.7 The per diem rate for bargaining unit employees with a ten (10) month professional obligation is defined as 1/5 of 1/42 of his/her base salary.

10.8 The per diem rate for bargaining unit employees with a twelve (12) month professional obligation is defined as 1/260 of his/her base salary.

10.9 Employees will receive upon promotion the following increases to base salary, prior to any contractual increases:

Level 1 to Level 2	\$2,000
Level 2 to Level 3	\$2,500
Level 3 to Level 4	\$3,000
Level 4 to Level 5	\$4,000

10.10 Other Benefits.

The College shall provide the following coverage for unit employees: \$50,000 Term Life Insurance; Long-term Disability; Family Vision Coverage which provides as a minimum one eye exam and one pair of glasses for each member of the family per year at no cost to the employee.

The College shall continue to make available to bargaining unit employees, and their eligible dependents a dental plan comparable to the plan which existed on August 31, 2014.

The College shall continue to make available to bargaining unit employees, and their eligible dependents a prescription plan with a three tier co-pay of 5/30/45.

Bargaining unit employees are responsible for the cost difference between the brand name drug and its generic equivalent plus the non-preferred brand co-payment unless there is a medical reason why the generic equivalent cannot be prescribed.

Prescription drugs that become available over the counter shall be excluded from the plan and not dispensed as prescription drugs unless there is a medical reason why the over the counter equivalent cannot be prescribed.

All specialty drugs not administered by a healthcare facility or provider shall be filled through the plan's designated specialty drug pharmacy.

The College shall extend to bargaining unit employees, in accordance with College procedures, medical, prescription, dental, and vision benefits to domestic partners, subject to plan provisions, and no later than January 1, 2015.

If an Association member completes a higher education degree related to their job, upon receipt of official college transcripts, they will receive a one-time payment of \$1,500 for a Masters, and \$2,000 for a Doctorate.

ARTICLE XI LEAVES OF ABSENCE

- 11.1 Continuous Service. Employees on authorized leaves of absence with or without pay shall not be deemed to have interrupted continuous service with the College, but such periods of absence shall not be considered in meeting service requirements for eligibility for consideration for a continuing appointment except as provided in Section 5.8 hereof.
- 11.2 Professional Leave Without Salary. The President of the College may grant leaves of absence without salary, not to exceed one (1) year. The President of the College may extend such leaves for additional periods not to exceed one year each.
- 11.3 Individuals who are authorized a leave of absence without pay shall not be entitled to benefits, except that a continuing appointment and seniority shall continue. Requests for such leaves of absence shall be made through the individual's supervisor to the President of the College. Each application shall include a statement for the purpose for which the leave is requested, its anticipated duration and its value to the applicant and/or College. Vacation time is not earned while on leave.
- 11.4 Sabbatical Leave.
- A. Policy. Sabbatical leaves for professional development may be made available to employees of the bargaining unit who meet the requirements set forth in this provision. The objective of such leave is to increase each person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for services nor as a vacation or rest period occurring automatically at stated intervals.
 - B. Purpose. Sabbatical leaves may be granted for planned travel, study, formal education, research, writing or other experience of professional value.
 - C. Eligibility. All employees of the bargaining unit who have completed six (6) consecutive years of service within the College in any combination of term,

probationary, career, and continuing appointments or who, if they have previously had a sabbatical leave, have completed at least six (6) full years of service within the College since the date of return from their last sabbatical leave shall be eligible. In computing consecutive years of service, periods of vacation, periods of sick leave with salary, and periods of leave of absence with salary shall be included. Leaves of absence up to one (1) year without pay may be included at the sole discretion of the President of the College. Periods of leave other than specified, as well as part-time service, shall not be counted but shall not be deemed an interruption of otherwise consecutive service.

- D. Term and Conditions. Sabbatical leaves may be authorized by the Board upon the recommendation of the President of the College. Individuals on a sabbatical leave shall receive a portion of their normal annual salary:

For 10-month employees

1 academic semester
100% annual salary

1 academic year
50% annual salary

For 12-month employees

0 - 6 months
100% annual salary

6 - 12 months
50% annual salary

- E. In those cases in which, in the opinion of the President of the College, the granting of sabbatical leave would impair the operation of the College, a bargaining unit employee shall be required to postpone his/her leave.
- F. All benefits shall continue in effect during the sabbatical period with the exception of sick leave, holidays, and vacation which may neither be earned nor used during sabbatical leave.
- G. Procedures for Sabbatical Leave. Application for sabbatical leave detailing the activities and purposes of the leave shall be submitted to the President of the College not later than the October 15th preceding the beginning of the academic year in which the leave is to begin. Following receipt of application for sabbatical leave from bargaining unit employees, the President of the College will convey such applications to a Sabbatical Leave Committee composed of six members, three of whom shall be appointed by the President of the College and three of whom shall be elected by the employees of the bargaining unit.

The Committee shall then forward these applications, set forth in priority order to the appropriate College Administrator who shall add his/her recommendations and forward all materials to the President of the College for his/her recommendation to and action by the Board.

Applicants will be selected on the merit of the leave project, subject to limitations of the budget. In cases where no distinction between merit of applications can be made, priority will be established for the applicant possessing the longer period of

service.

The decision will be returned to the applicant no later than five (5) business days following the January Board meeting. In the event there is no January meeting, the decision will be returned to the applicant no later than five (5) business days following the next regular Board meeting.

H. Bargaining unit employees on sabbatical leave may, with the approval of the Sabbatical Leave Committee and President of the College, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of the leave. Services or charges incidental to the success of the leave project upon the recommendation of the President of the College and the authorization of the Board may be at the expense of the College.

I. Reports. It shall be the obligation of persons granted sabbatical leave to submit such reports as may be requested by the President of the College.

J. Following a sabbatical leave an employee is expected to return and complete a minimum of one (1) year of service in the event of a one (1) year sabbatical leave, a minimum of six (6) months of service in the event of a six (6) month sabbatical leave, a minimum of one (1) semester of service in the event of a one (1) semester sabbatical leave, and a minimum of two (2) semesters of service in the event of a two (2) semester sabbatical leave.

11.5 Other Leaves. The President of the College may recommend leaves of absence at full salary or reduced salary, or may grant such leave without salary, for the purpose of professional development, acceptance of assignments of limited duration with other universities and colleges, governmental agencies, foreign nations, private foundations, corporations and similar agencies, as a unit employee, expert, consultant or in a similar capacity, or for other appropriate purposes consistent with needs and interests of Mohawk Valley Community College and its employees. A salaried leave shall become effective upon approval of the Board.

Such leave shall include, but is not limited to, the following: in addition to the twelve (12) weeks of leave required by the Family Medical Leave Act, the President of the College may grant up to an additional six (6) weeks of unpaid leave in order to give birth, or to care for a newborn child, or for placement with the employee of a child for adoption or foster care, if such leave does not absent the bargaining unit employee from the delivery of instruction in more than one semester. The President of the College, at the President of the College's discretion, may extend this leave to a total of one year. The employee, at the employee's discretion, may use vacation, compensatory, or sick (if appropriate) leave as part of such leave. Use of paid and/or unpaid leave in excess of the above limits shall be as provided herein.

Application. Applications for such leaves of absence shall be made to the President of the College. Each such application shall include a statement of the purpose for which the leave is requested, anticipated duration, and its value to the applicant or the College.

Employees on approved leave without pay are responsible for their health insurance premium contributions during this period of unpaid leave.

- 11.6 Limitations Term Appointment. Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of bargaining unit employees having term appointments and all leaves of absence shall, in any event, terminate upon expiration of such terms.
- 11.7 Association Leave. The Association President or his/her designee shall be afforded five (5) days leave per academic year for the purpose of attendance at SAANYS state-wide conferences. Notice of the taking of such leave shall be forwarded to the Human Resources Department not less than fifteen (15) days in advance thereof. Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties.
- 11.8 Funeral and Bereavement Leave. Employees may be absent without loss of pay for a period of four (4) consecutive work days to attend the funeral and for other concerns resulting from the death of a member of an individual's immediate family. The term "immediate family" shall mean grandparent, parent, sibling, spouse, domestic partner, child, grandchild, mother-in-law father-in-law, brother-in-law, sister-in-law or one who has served in the same relationship. In the event it is necessary to be absent more than four (4) work days, a longer period may be authorized by the President of the College.
- 11.9 Jury Duty. Individuals required to appear for jury duty shall be released from their employment responsibilities for such duty without loss of pay. Any payment or fees, exclusive of mileage allowance, shall be paid to the College. The absence should be indicated on the appropriate time record and a copy of the summons for jury duty should be forwarded to the Human Resources Department.
- 11.10 Procedure. Requests for leaves of absence shall be made through the individual's supervisor to the President of the College. Each application shall include a statement of the purpose for which the leave is requested, anticipated duration, and its value to the applicant and the College. Leaves of absence without pay may be authorized by the President of the College. Leaves of absence with salary may be authorized by the Board upon the recommendation of the President of the College.
- 11.11 Sick Leave.
- A. Each employee shall accrue 1.75 days of sick leave per month of service to the College, not to exceed 225 days. Sick leave accruals may be used by individuals who are unable to perform their duties because of personal accident or illness or an accident or illness in the individual's immediate family. The term "immediate family" shall mean an individual's grandparent, parent, sibling, spouse, domestic partner, child, or grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or one who serves in the same relationship. The term "illness" shall include routine medical appointments and diagnostic tests for the purpose of monitoring an individual's general health or recurring medical condition. Upon termination of employment, no payment will be made to any staff member for

time accrued, except as provided in Article XIV (Resignation and Retirement).

- B. Notice. An employee must notify his/her immediate supervisor of absence due to illness or injury as soon as practicable.
- C. Verification. Human Resources may require documentation (physician's certificate, emergency room receipt, etc.) justifying use of sick leave.
- D. Employees who are unable to perform their duties for more than one week because of personal accident or illness or an accident or illness in the individual's immediate family as defined in Section A, and whose absence is supported by a doctor's statement, may apply to a joint committee made up of two people appointed by the Association and two people appointed by the President of the College for permission to use pro-rated sick leave to cover overload assignments missed because of the accident or illness. The committee shall determine whether or not sick leave may also be used to cover time missed from coordinator assignments. A minimum of three votes in favor of granting such permission shall be necessary. In the event of a tie, the request and the committee record will be forwarded to the President of the College or designee who shall render a decision. The decision of the committee or the President of the College or designee shall be final and shall not be subject to the provision of Article XX, Grievance Procedure. The employee may not use the Sick Leave Donation Program Section (Section 11.12) to accrue sick time for overload or coordinator compensation.

11.12 Sick Leave Donation Program.

- A. Intent. The intent of the sick leave donation program is to provide a means to assist bargaining unit employees who, because of long-term serious personal illness or injury, or the long-term serious illness or injury of a spouse, a child, a parent, or an individual who serves in the same relationship, have exhausted all their accrued leaves and would otherwise be subject to loss of income during a continuing absence from work. This program is not intended to provide supplemental income which would result in compensation levels exceeding normal wages for employees who have other sources of substitute income such as that provided by disability insurance programs. Neither is it intended for use by employees disabled under Workers' Compensation. Employees requesting sick leave donation must notify the Executive Director of Human Resources or designee of any additional income from disability or worker's compensation. Employees receiving benefit income from disability or worker's compensation will be allowed to utilize donated sick leave on a prorated basis.
- B. General Policies.
 - 1. Donors
 - a. Donors may be either bargaining unit employees or Excluded Administrative Staff members.
 - b. The identity of a donor shall not be disclosed by the College.

- c. Donations are made from sick leave accruals
- d. Donations must be made in whole day amounts
- e. A bargaining unit employee may make more than one donation to a recipient.
- f. Unused donations are returned to the donors in reverse order of receipt.

2. Eligibility. To be eligible the recipient must:

- a. have completed at least one year of service at the College;
- b. be absent due to non-occupational illness or disability for which medical documentation satisfactory to the Executive Director of Human Resources or designee is submitted, or to care for a spouse, a child, a parent, or an individual who serves in the same relationship with a serious health condition as defined under the Family and Medical Leave Act (FMLA);
- c. be approved for the leave donation program by a joint committee, two members of which are selected by the Association and two members of which are appointed by the President of the College. Should a tie occur, the President of the College shall make the decision;
- d. have exhausted sick leave accruals due to long-term illness or injury;
- e. have exhausted all other leave accruals.

3. Procedures

- 1. When a bargaining unit employee's sick leave accrual has been exhausted due to long-term illness or injury, the employee may indicate the employee's wish to receive donations from this program by informing the Executive Director of Human Resources following procedures determined and published by the Executive Director of Human Resources.
- 2. Once eligibility has been determined, solicitation for donations may be made by the recipient or by other employees. Donations shall not be officially solicited on behalf of the College.

4. Recipients

- 1. Recipients may be either bargaining unit employees or Excluded Administrative Staff members.
- 2. Donations are made to a specific bargaining unit employee or Excluded Administrative Staff member.
- 3. Donations are used on a first-donated, first-used basis.
- 4. Vacation and sick leave accruals shall not accrue to recipients on donated leave.
- 5. Health insurance premiums, retirement contributions and other benefits provided herein shall continue as long as the recipient is on donated leave.

- 11.13 Vacation. All unit employees with a twelve-month professional obligation shall accrue vacation credits at the rate of one and three quarter days (1.75) days per calendar month for each month, or major fraction thereof, of their service to the College. No vacation leave shall be accrued by or granted to an employee with a ten-month obligation. Employees may carry over a maximum of forty (40) days accrued vacation leave from one fiscal year into the next. Employees who leave employment with the College during the fiscal year will be paid for no more than forty (40) days accrued vacation leave.

Individuals who lose vacation credit through the fault of the College will receive compensation for their vacation time lost at their current daily rate. Upon written request, unit employees will obtain, in advance, salary to be paid during an accrued vacation period. Vacation leave may not be taken prior to its accrual except as approved by the President. No charge to vacation leave shall be made with respect to a day during which employees would not otherwise have been required to work.

- 11.14 Severance Pay. In case of severance in good standing after one or more years of service, such accrued vacation as may not be utilized prior to the last work day will result in accrued vacation pay included in the last paycheck.
- 11.15 Military Leave. The President of the College or designee shall grant military leave with full pay to all employees who as members of a Military Reserve or Guard unit perform ordered military duty up to a maximum of twenty-two (22) working days or thirty (30) calendar days per fiscal year. A copy of such military order shall be provided to the immediate supervisor.
- 11.16 Twelve-month employees shall be provided with five (5) days of paid leave which shall be taken as scheduled by the Board. Notice of such schedule shall be provided on or before September 1 of each year. Absent such notification, twelve-month employees may individually recommend a schedule for such days to their supervisors according to College procedures. Days not used by August 31 of each year shall not carry over into the next College year.
- 11.17 Twelve-month employees shall be provided with three (3) days of paid leave. Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance, in writing, and is to be directed to the President of the College or designee through the immediate supervisor. Bargaining unit employees seeking such leave for commencement, during the week before the beginning of classes in the fall and spring semester, final registration, or during the final examination period must also specify the purpose of the leave. Only in exceptional circumstances will a notice of intent to utilize such leave be honored at these times. Days not used by August 31 of each year shall not carry over into the next College year.
- 11.18 Court Appearance. The College shall permit an employee showing proof of appearance as a witness pursuant to subpoena, to be absent without charge to leave credits during such period when required to so appear.

ARTICLE XII
PROTECTION OF PROFESSIONAL REPUTATION

Complaints. Complaints affecting a bargaining unit employee shall be called to the employee's attention as soon as practicable. The employee shall be given the opportunity of making a written reply, which shall be attached to the file copy of the complaint. No complaint, letter or report directed against an employee shall be used in evaluating an employee unless written.

ARTICLE XIII
HOLIDAYS

13.1 Scheduled Holidays. For the term of this Agreement, bargaining unit employees will be accorded the following holidays, with pay, where such holidays fall on a normal College work day:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Friday After Thanksgiving	Good Friday
Christmas Day	Memorial Day
Independence Day	

13.2.A For the term of this Agreement, Twelve-month employees will be accorded the following holidays, with pay, where such holidays fall on a normal College work day:

Columbus Day	Election Day	Lincoln's Birthday
Veteran's Day	Washington's Birthday	

This section shall become effective only if and when, during the terms of this Agreement, the Association President or designee informs the President of the College or designee that all twelve-month employees will be accorded the said five holidays. In that event, the salary of each twelve-month employee shall be reduced by five (5) days at the per diem rate, as defined in sections 10.7 and 10.8, based on the base salary in effect on the effective date.

13.2.B For the term of this Agreement, ten-month Directors will be accorded the following holidays, with pay, where such holidays fall on a normal College work day: five days between Christmas Day and New Year's Day as designated by the Board. Ten-month Directors will also be accorded the holidays listed in Section 13.2.a where such holidays fall within their professional obligation.

13.3 If a listed holiday falls on a Saturday or on a Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday.

13.4 The Board may designate an alternate holiday to any holiday which conflicts with the College calendar upon notice to employees on or before September 1st of the College year in which the holiday falls.

13.5 In the event the professional obligation requires work on any of the aforementioned

holidays twelve-month employees shall have one day added to their vacation accrual for each holiday worked.

- 13.6 Ten-month Directors who receive advance supervisory approval to work Martin Luther King's Birthday, Good Friday or any of the holidays listed in Section 13.2.a shall accrue holiday leave in full day increments for each full day worked, but in no event shall ten-month Directors accrue holiday leave for any work performed on a day on which the College is closed. Ten-month Directors may carry over a maximum of forty (40) days accrued holiday leave from one fiscal year into the next. Ten-month Directors who leave employment with the College during the fiscal year will be paid for no more than forty (40) days accrued holiday leave. In case of severance in good standing after one or more years of service, such accrued holiday leave as may not be utilized prior to the last work day will result in accrued holiday pay included in the last paycheck.

ARTICLE XIV RESIGNATION AND RETIREMENT

14.1 Resignation.

- A. A bargaining unit employee desiring to terminate his/her employment with the College may do so upon submission of written notice to the President of the College, with a copy to his/her immediate supervisor. Such notice should allow sufficient time in order to provide the continuation of College services. Bargaining unit employees who provide a minimum of 30 days' notice, unless otherwise agreed upon by the President of the College or designee and the bargaining unit employee, will be paid out any accrued and unused vacation leave in accordance with Article 11.13 and accrued and unused paid leave in Article 11.17 up to a combined total (vacation and Association leave combined) of 40 days, and accrued and unused holiday leave in accordance with Article 13.6.
- B. The following terminal benefits are available for bargaining unit employees who voluntarily terminate their services with the College:
- (i) Health Insurance. The employee and his/her family will be covered to the end of the month in which they are removed from the payroll.
 - (ii) Retirement System. Employees with vested rights in a retirement system will retain those rights. The College will continue to make contributions to the system through the date of termination.

14.2 Retirement.

- A. Employees who were hired at the College after September 12, 2007 shall be ineligible for the retirement benefit set forth in Section 14.2.B, but shall be eligible for the health insurance benefit provided under Board Policy Number 2023 in addition to the following provisions:
- 1. Eligibility. Employees fifty-five (55) years of age at the time of

retirement and/or eligible to retire under their retirement program, and who have at least ten (10) years of service at the College, are eligible for the benefits provided herein.

2. Limitation. Effective September 1, 2014 and during each fiscal year the College shall make the provisions of this section available to no more than two (2) employees on the basis of length of service at the College.
3. Effective September 12, 2007, as a supplement to the retiree health insurance benefit referenced in Section 14.2.A of this Agreement, a sum of money equal to \$400 for each unused, accumulated day of sick leave, but not to exceed \$48,000, shall be credited to the account of the retiree to pay the retiree's share of health insurance premiums for themselves, spouse and dependents, until the sum is exhausted. If such a retiree should die before this benefit is exhausted, the remainder of the benefit shall continue to be applied to the health insurance premiums of any eligible spouse or dependent of the retiree who was covered under the College's health insurance plan at the time of the retiree's death but only until the remaining benefit is exhausted or said dependent(s) is/are no longer covered under the College's health plan for any reason. There shall be no payment made to the estate of a retiree or dependent under any circumstances.
4. Notice. Employees who wish to retire under this provision under 14.2.A.3 shall notify the Executive Director of Human Resources in writing no later than the close of business on the first business day of September of the fiscal year in which they wish to retire. The decision to retire shall become irrevocable once the retiree and the President of the College or designee have concluded a separate contract. The employee shall have fifteen (15) working days after receipt to accept and sign the contract. Failure to execute and return the contract within that period shall constitute withdrawal of notice.
5. Retirement Date. The retirement date for an eligible employee shall be December 31 of the fiscal year of notice unless the appropriate Excluded Administrator and the employee agree upon another date.
6. Disability. An employee who meets the eligibility requirements of 14.2.A.1 and who fails to give notice of retirement by the first business day of September and who is subsequently forced to retire during the fiscal year because of disability shall be allowed to submit notice after the first business day of September. If the limitation specified in 14.2.A.2 has not been reached for that fiscal year, the employee shall receive the benefits specified in this section on the employees' date of retirement. If the limitation specified in 14.2.A.2 has been reached for that fiscal year, the employee will be in the pool of employees considered for the benefits in the next fiscal year for which the benefit is available.

The Executive Director of Human Resources or designee, at its option, may require proof of disability. Proof shall consist of medical documentation satisfactory to the Executive Director of Human Resources or designee of the nature of disability requiring the employee's retirement and/or, at the option of the Executive Director of Human Resources or designee, examination of the employee by a health care practitioner chosen by the Executive Director of Human Resources or designee. The cost of such examination shall be borne by the employee.

7. The College shall have no responsibility to notify bargaining unit employees of their potential eligibility for this benefit nor of the date by which notice is due.

- B. Employees who were hired at the College on or prior to September 12, 2007.

Individuals planning to retire shall notify their immediate supervisor in writing indicating the effective date of their retirement. Such retirement notice should allow sufficient time in order to provide the continuation of College services. Retirees shall be entitled to health insurance and vacation accruals as set forth in paragraph 14.1B above. Additionally, upon retirement on or after age 55, the retirees and dependents, if covered, shall have hospitalization and medical insurance premiums paid by the College on the same basis as for bargaining unit employees at the rate of one month for each two days, or major part thereof, of accrued sick leave. Coverage shall commence the month following retirement; shall be continuous until entitlement is exhausted or shall terminate at such time as the retiree has such coverage available under other employment. Notwithstanding the foregoing, effective as of September 12, 2007, coverage will not terminate as long as the percentage of the premium cost which the retiree must pay to the new employer is greater than 20%.

- C. Electronic Access. With exclusion of access to administrative data base, a retiree shall have the same computer software privileges and access including electronic mail, network software for word processing, spread sheets and graphics available to bargaining unit employees with the same title the retiree had while employed. The retiree, if applicable, shall pay fees and costs. Computer privileges and access will continue for a period of three (3) years from the date of retirement and may be extended at the option of the President of the College or designee.

- 14.3. Employees who were hired at the College on or prior to September 12, 2007 whose retiree health insurance benefits are subsequently exhausted will receive health insurance benefits under conditions then specified by Board Policy 2023.

ARTICLE XV
DISMISSAL AND DISCIPLINE

The College retains the right to discipline and dismiss employees for just cause. No disciplinary action shall be predicated in any act or omission of the employee which occurred more than eighteen (18) months prior to the date of the disciplinary action.

Counseling memos, which may be issued by a supervisor and without union representation, are not discipline.

Discipline may be issued in the form of a warning or a reprimand depending on the severity of the violation. All discipline shall be issued in writing, in the presence of bargaining unit representation, and shall contain a reasonably detailed description of the charges being brought against the employee. When a bargaining unit employee is issuing discipline to another bargaining unit employee, the discipline shall be made in coordination with the appropriate excluded administrative staff member.

The employee may, within ten (10) working days of the issuance of the discipline, call for a meeting for the purpose of clarification.

The employee may provide a response to the discipline to his/her supervisor and to Human Resources for inclusion within their human resources file.

The supervisor, employee, excluded administrator, and bargaining unit representation may discuss the employee's response to the discipline to explore additional remedies.

Upon notification, the employee may comply or proceed under the representation of the Association to a formal grievance regarding the accuracy of the discipline per Article XX of this Agreement.

The College may place an employee on administrative leave, with or without pay, or terminate employment.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

- 16.1 Reimbursement for Permissible Expenditures. Employees traveling on College business will be reimbursed for reasonable expenditures incurred on behalf of the College, according to guidelines adopted by the Board. Such reimbursement will include expenses for transportation, accommodations, and services which meet reasonable standards. Reimbursement will be in strict accordance with administrative procedures approved by the President of the College.
- 16.2 Tuition Waiver.
- A. The College will follow State University procedures for tuition waivers for employees taking courses at state-operated colleges of the State University of New York.
 - B. Employees shall be entitled to tuition waiver for state-aidable courses taken at Mohawk Valley Community College of six (6) credit or equivalent hours per semester and a cumulative maximum of six (6) credit or equivalent hours during the summer sessions.
 - C. Dependents (as included on the employee's Federal Income Tax return) of employees shall be entitled to a tuition waiver for any state-aidable courses taken at Mohawk Valley Community College, after contribution of any grants-in-aid up to the cost of tuition. An individual serving in the same relationship as an employee's spouse shall be entitled to such tuition waiver whether or not that individual is included on the employee's Federal Income Tax return. All such Tuition Waivers during the summer sessions shall be limited to a cumulative maximum of six (6) credit or equivalent hours. An additional three (3) credit or equivalent hours may be taken during the summer sessions on a space available basis.
 - D. The employee or dependent shall be responsible for all costs in excess of the tuition.
- 16.3 Validation of Attendance. On a bi-weekly basis bargaining unit employees will complete and submit to their immediate supervisor the attendance verification form prescribed by the College. The submission of this record, approved by the employee's immediate supervisor, will provide the College with the authority to issue regular salary checks.
- 16.4 Employees will be paid bi-weekly on dates determined by the College. Following procedures developed by the College, Human Resources and/or Payroll shall provide in writing and upon request a clear and complete explanation of payment categories, hours, and deductions. This provision is subject to limitations of the administrative software system.

ARTICLE XVII
VACANCIES

Professional Vacancies. Human Resources shall post prominently a notice of any vacancy in a permanent full-time professional position at the College. Such notice shall be posted prior to or concurrent with publication elsewhere and shall include the duties, desirable qualifications, and the minimum salary for the position.

ARTICLE XVIII
CONCLUSION OF NEGOTIATIONS

This Agreement is the entire agreement between the Employer and the Association; terminates all prior agreements and understandings not specifically covered under the terms of this Agreement and concludes all collective negotiations between the parties during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or other means. The Board and the Association agree to support jointly any legislative or administrative action necessary to implement the provisions of this Agreement. The Board and the Association acknowledge that except as otherwise expressly provided in this Agreement, they have fully negotiated with the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions herein above stated.

ARTICLE XIX
SAVINGS CLAUSE

This Agreement shall be interpreted in a manner consistent with the laws; provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE XX
GRIEVANCE PROCEDURE

20.1 Definitions.

A "Grievance" is a claim by any party hereto, a bargaining unit employee or a group of bargaining unit employees alleging a violation, misinterpretation or misapplication or discriminatory application of this Agreement.

"Association" shall mean Mohawk Valley Community College Administrators Association.

"Aggrieved Party" shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

"Party In Interest" shall mean the Association and/or party named in a grievance who is not the aggrieved party.

“Hearing Officer” shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure hereunder.

“Immediate Supervisor” shall mean the next higher level of authority above the aggrieved in the department wherein the alleged grievance occurred.

“Time limits” shall mean the number of days for processing grievances.

“Days” shall mean work days on which the College is scheduled to be in operation.

“Decisions” shall mean the ruling, determination, report, or disposition made at any step of the procedure.

20.2 General Provisions.

- A. Except as provided for at the informal stage, all grievances shall be in writing and include the name and position of the aggrieved party, a brief statement of the nature of the grievance, the specific provision(s) and/or section(s) of the Agreement that are alleged to have been violated, the date on which the event or occurrence first occurred or when the aggrieved first became aware thereof.
- B. Except decisions made in association with Part I of the informal stage, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party and to the parties hereto. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and/or the Association within the specific time limits shall permit the lodging of any appeal at the next stage of the procedure within five (5) days after the expiration of the period which would have been allowed for appeal had the decision been communicated by the final day.
- C. The time limits specified herein may be extended by mutual agreement.
- D. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance shall be deemed to be abandoned by the grievant.
- E. Except at the informal stage (Stage 1) of the grievance procedure the aggrieved and/or representative of the aggrieved and the College shall have the right at all stages of the grievance procedure to provide testimony on their behalf and to cross-examine all witnesses and to call witnesses on their own behalf.
- F. All documents, communications and records dealing with the processing of a grievance shall be filed in a grievance file separate from the personnel file(s) of the aggrieved parties and parties in interest.
- G. A grievance may be withdrawn, in writing, at any time without prejudice or precedent.

20.3 Representation.

- A. Representation at any step of the grievance shall be limited to the Association and any other representative designated by the aggrieved except another employee organization or a representative of another employee organization or by a representative of the College.
- B. The President of the Association shall provide the Executive Director of Human Resources or designee with the name of the individual who is to be provided with a copy of all grievance decisions.
- C. The Executive Director of Human Resources or designee shall give the grievant or his/her representative and the Association at least five (5) days advance notice as to the dates and locations for all grievance hearings and/or meetings associated therewith.
- D. In any and all cases where the aggrieved party is not represented at any stage of the grievance by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, as the case may be, written arguments and briefs considered by him/her together with a copy in writing of his/her decision and all previous decisions in the proceeding.

20.4 Stages of the Grievance Procedure.

A. STAGE ONE - INFORMAL

- 1. Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of the administration and having a grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its view of the grievance.
- 2. A grievance must be presented to the bargaining unit employee's immediate supervisor within twenty (20) days after the effective date of the alleged grievance occurred or when it became known.
- 3. A bargaining unit employee having a grievance will discuss it with his/her immediate supervisor with the object of resolving the matter informally.
- 4. If the grievance is not resolved informally within five (5) working days of its submission to the supervisor it shall, within seven (7) working days of submission to the supervisor be reduced to writing and presented to the President of the College or designee. The President of the College or

designee shall render a decision thereon in writing within fifteen (15) working days.

B. STAGE TWO - PRESIDENT OF THE COLLEGE

If the aggrieved party is not satisfied with the written decision rendered at the conclusion of Stage One and wishes to proceed further under this grievance procedure, he/she shall within five (5) days of the receipt of the decision at Stage One file a written appeal of the decision with the President of the College. Copies of the decision rendered at Stage One shall be submitted with such appeal. The President of the College may forward the appeal to a Joint Committee, two members of which shall be selected by the President of the College and two members of which shall be selected by the President of the Association. The committee shall hear the grievance and make a written recommendation with justification for a settlement to the President of the College within ten (10) days of the date of the hearing. The President of the College shall render a written decision with justification within ten (10) days of receipt of the recommendation of the Committee.

C. STAGE THREE - ARBITRATION

An appeal to arbitration from an unsatisfactory decision at Stage Two may be made by the Association by submission in writing to the American Arbitration Association with copy to the President of the College within ten (10) calendar days of receipt of the Stage Two determination. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings relating to the arbitration of the grievance. The President of the Association or designee may initiate a contract grievance at this Stage Three and proceed directly to arbitration.

The arbitrator shall have no power to add or subtract from, modify, or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his/her, its, or their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the determination.

A record of the proceedings shall be made if requested by the College or the Association. Cost of such record shall be paid by the requesting party. All fees and expenses of the arbitrator shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

The award of the arbitrator shall be in writing, shall be signed by the arbitrator, and shall be final and binding on the parties and be subject only to the provisions

of Article 75 of the New York Civil Practice Law and Rules.

The parties may mutually agree, in writing, to extend the time limits herein specified.

ARTICLE XXI TEACHING LOAD

- 21.1 Wherever used in this Article the term:
- A. Teaching Administrator shall mean those bargaining unit employees who normally teach as a part of their professional obligation.
 - B. Non-teaching Administrator shall mean those bargaining unit employees who normally do not teach as part of their professional obligation.
- 21.2 The teaching load for teaching administrators shall be as set forth on Addendum B, annexed hereto and incorporated herein. All calculations of load are based on 30 credit/36 contact hour base load per academic year. Overload shall not exceed (6) credit or nine (9) contact hours per semester or total for the summer sessions except as authorized by the Vice President for Learning and Academic Affairs or designee. Non-teaching administrator overload shall not be made during the regular work day unless mutually satisfactory arrangements are made to permit the individual to meet the individual's regular obligations.

ARTICLE XXII MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the Employer hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, reduction in force, promotion, assignment and discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. All of the customary and usual rights, powers, functions, and authority possessed by management are vested in the College Administration and the College Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement.

ARTICLE XXIII
PAST PRACTICES

This Agreement represents the total agreement between the parties, and the parties agree that all past practices with respect to subjects covered by this Agreement, whether expressed, inferred, or implied, which conflict with any part of this Agreement are superseded by it; past practices with respect to subjects not covered by this Agreement, if any, shall be subject to the provisions of Article XXII of this Agreement.

ARTICLE XXIV
TERM

This Agreement shall be effective as of September 1, 2018 and remain in effect through August 31, 2021.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates as indicated in the manner following:

MOHAWK VALLEY COMMUNITY
COLLEGE

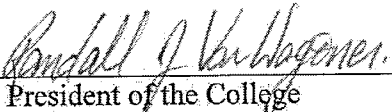
ASSOCIATION OF MOHAWK VALLEY
ADMINISTRATORS

By 
Chair, Board of Trustees

By 
President of the Association

Date 3/19/18

Date 3/12/18

By 
President of the College

By 
Chair, Negotiating Team

Date 3/19/18

Date 3/12/18

COUNTY OF ONEIDA

APPROVED AS TO FORM ONLY

By _____
County Executive

By 
Oneida County Attorney's Office

Date _____

Date 04/02/18

ADDENDUM A

ONGOING JOINT COMMITTEE

1. The President of the College and the President of the Association shall each appoint two (2) members to be part of an Ongoing Joint Committee (OJC) to review and make recommendations on new administrative positions, changes to existing Association positions, re-employment of retrenched members, and members performing coordinator duties.
2. New Administrative Positions
The Executive Director of Human Resources or designee shall notify the President of the Association that a new position is being created, and provide the job description, rationale, and salary for the new position. The OJC shall meet within ten (10) business days of the notification. In the event the OJC cannot reach agreement on the new position, the parties' duly authorized representatives will convene to seek a resolution.
3. Changes in Job Descriptions that Entail Title and/or Salary Changes
The Executive Director of Human Resources or designee shall notify the President of the Association that changes are being proposed to a bargaining unit employee's job description or title, and provide the rationale for the changes, and any salary adjustment occurring (see Article 6.3). The OJC shall meet within ten (10) business days of the notification. In the event the OJC cannot reach agreement on the changes to the position or title, the parties' duly authorized representatives will convene to seek a resolution.
4. Changes in Job Descriptions – No Changes in Title or Salary
The Executive Director of Human Resources or designee shall notify the President of the Association bargaining unit employee's job description are occurring and provide the rationale for the changes (see Article 6.3). If either party determines that a meeting of the OJC is necessary, the OJC shall meet within ten (10) business days of the notification.
5. Re-employment of Retrenched members
In accordance with Article 7.2, the Executive Director of Human Resources or designee shall notify the President of the Association that a unit position has been retrenched, or that a unit position is being reestablished, or that a vacancy occurs within the bargaining unit which the College plans to fill. The OJC shall meet within ten (10) business days of the notification.
6. Coordinator Duties
In accordance with Article 6.7, the Executive Director of Human Resources shall notify the President of the Association that a bargaining unit employee will be asked to assume coordinator duties in the absence of a coordinator who performed such duties under an established coordinator stipend agreement. The OJC shall meet within ten (10) business days of the notification.
7. This Agreement and process does not supersede the right of either party to seek redress by contractual or extra-contractual means.

ADDENDUM B
TEACHING LOAD

Bargaining Unit Positions

Credit/Contact Hours

Director of Airframe and Powerplant Technician Program
Director of Law Enforcement Programs

Per Year

12/14

18/20

ADDENDUM C
BARGAINING UNIT POSITIONS

Level H:

- Associate Dean for Student and Residence Life
- Associate Dean for Student Development and Transition Services
- Associate Dean for Student Enrollment and Advisement
- Associate Dean of the Department for Athletics, Physical Education and Recreation
- Associate Dean of the Department for Business, Cybersecurity and Computer Sciences
- Associate Dean of the Department for Education and Language Studies
- Associate Dean of the Department for Art
- Associate Dean of the Department for Health Professions
- Associate Dean of the Department for Humanities
- Associate Dean of the Department for Mathematics and Natural Sciences
- Associate Dean of the Department for Physical Sciences, Engineering, and Applied Technologies
- Associate Dean of the Department for Social Sciences and Public Services
- Director of Facilities and Operations

Level I:

- Director of Admissions
- Director of the Airframe and Powerplant Technician Program
- Director of College Libraries
- Director of Financial Aid
- Director of Institutional Research and Analysis
- Director of Students Records/Registrar
- Director of the Learning Commons

Level J:

- Director of Accessibility Resources and College Community Connection Program
- Director for Community and Workforce Development
- Director of Civic Responsibilities and Chief Conduct Officer
- Director of Events and Guest Services
- Director of Law Enforcement Programs
- Director of Student Engagement and Outreach
- Director, TRIO--Upward Bound and GEAR-UP

Level K:

- Assistant Controller
- Director of Adult Learner Services
- Director of Campus Services
- Director of Development
- Director of Dual Credit
- Director of Education Center
- Director of Leadership Mohawk Valley
- Director of the Advanced Institute for Manufacturing
- Senior Systems Analyst

Level L:

ADDENDUM D

TRAVEL DISTANCE METHOD

1. The third-party method for determining travel distance referred to in Section 6.4B will be MapQuest.
2. The distance used will be the "shortest route."
3. During the term of the Agreement the parties may change the method by mutual agreement.



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building

800 Park Avenue ♦ Utica, New York 13501-2975

(315) 798-5910 ♦ fax: (315) 798-5603 ♦ www.ocgov.net

Anthony J. Picente, Jr.
County Executive

Peter M. Rayhill
County Attorney

February 6, 2018

FN 20 18-118

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear Mr. Picente,

I am submitting the following Local Plan submitted by the Workforce Development Board of Herkimer, Madison and Oneida Counties, Inc. for your review and approval.

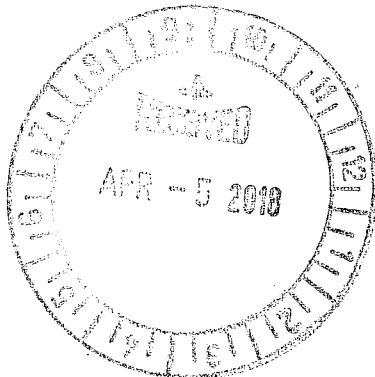
The Local Plan outlines the strategic plan for workforce development and career pathways for the residents of Oneida, Herkimer, and Madison Counties. The five (5) year plan expands access to employment opportunities, training, education, and supportive services for eligible individuals, particularly those with barriers to employment.

If the Local Plan meets with your approval, please forward to the Board of Legislators for action.

Sincerely,

Maryangela Scalzo

Enclosure



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

Anthony J. Picente, Jr.
County Executive
Date 4-5-18

Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Workforce Development Board
Herkimer, Madison and Oneida Counties, Inc.
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Service: 5-year Local Plan

Proposed Dates of Operation: July 1, 2017 – June 30, 2021

Client Population/Number to be Served: Oneida, Herkimer & Madison County residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** To prepare and support a local strategic plan for workforce development and career pathways for the residents of Oneida, Herkimer, and Madison Counties that incorporates all sectors of the communities.
- 2) **Program/Service Objectives and Outcomes:** Expand access to employment, training, education, and supportive services for eligible individuals, particularly those with barriers to employment.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: None **Account #**

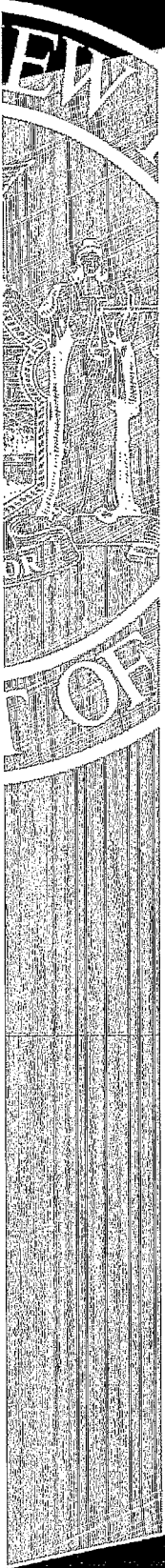
Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



Workforce Development Board Herkimer, Madison & Oneida, Inc.

LOCAL PLAN

JULY 1, 2017 - JUNE 30, 2021

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Strategic Planning Elements

LWDB and Regional Demand Lists are now maintained online at:

<https://labor.ny.gov/workforcenypartners/lwda/lwda-occs.shtm> . Changes to Demand Lists can be made by following the directions on the webpage.

I attest that the priority ranked list of the local area's demand occupations was last updated on [specify date in the below text box].

September 2017

How is this information shared with the Board? What was the last date on which it was shared?

It was shared with the board during regular board meetings. The last date was October 2017.

a. Provide an analysis of regional economic conditions, including:

i. Existing and emerging in-demand sectors and occupations; and

Existing in-demand sectors for the region include advanced manufacturing, distribution centers and health care. As for emerging in-demand sectors, they include agribusiness and farm-to-table enterprises and related industries such as yogurt and beverage (craft brewing, distilling, and wineries).

ii. The employment needs of businesses in those sectors and occupations.

Businesses across all sectors report that the number one need is access to a quality talent pool for open positions followed by the means/resources to re-train their current workforce to meet the demands of a modern, technology-based industry.

b. Describe the knowledge, skills, and abilities needed to meet the employment needs of businesses, including those in in-demand sectors and employing individuals in demand occupations.

Across the board employers are reporting that the greatest weakness, beyond the lack of access to a large and diverse local talent pool, is that current applicants lack soft skills and work ethic, have unrealistic expectations for the job including wages and hours, and lack technical skills including basic computer, math, and reading skills.

c. Provide an analysis of the regional workforce, including:

i. Current labor force employment and unemployment numbers;

The Mohawk Valley region has seen a slight rise in the unemployment rate going from 4.6% in October of 2016 to 4.7% in October of 2017 according the New York State Department of Labor. Even though there was a rise from 2016 to 2017, the unemployment rate did decrease in October 2017 when compare to the 4.8% unemployment rate for September 2017. As for employment numbers, for the 12 month period ending in October 2017, the nonfarm job count rose 1,000 or 0.8%, to 129,200. Private sector employment fared better

by adding 1,200 or 1.2%. Job gains occurred in educational and health services (+700), leisure and hospitality (+300), natural resources, mining and construction (+200), and trade, transportation and utilities (+100). Education and health services are at its highest level on record. Leisure and hospitality was also at its highest for the month of October.

ii. Information on any trends in the labor market; and

The workforce in Herkimer, Madison, and Oneida Counties is greying, and many people are starting to retire. There is not a ready and trained workforce to fill these positions. Most positions now require a high school diploma or more and that number is predicted to grow. Even entry level positions in distribution centers require technical skills such as computer skills. Additionally, most positions require the use of soft skills such as communicating in the workplace, team work, ability to work independently, and time and attendance. There is also a loss in the population of younger people who leave the area to attend college and do not return.

iii. Educational and skill levels of the workforce in the region, including individuals with barriers to employment.

According to the 2012-2016 American Community Survey (ACS) the education and skill levels of the workforce, including individuals with barriers to employment for each region are:

Herkimer – For population 18 to 24 years old: 14.5% less than high school graduate, 29.9% high school graduate, 49.3% some college or associate's degree and 6.2% have a bachelor's degree or higher. For population 25 years and over: 90.2% high school graduate or higher, 21.5% bachelor's degree or higher. For the population 25 years and over for whom poverty status is determined by educational attainment level: 25.4% less than high school graduate, 12.7% High school graduate, 9.6% some college or associate's degree, 5.6% bachelor's degree or higher.

Madison – For population 18 to 24 years: less than high school graduate 7.8%, High school graduate 26.8%, Some college or associate's degree 59.8%, Bachelor's degree or higher 5.6%. For population 25 years and over: percent high school graduate or higher is 90.4% and the percent bachelor's degree or higher is 26.7%. For the population 25 years and over for whom poverty status is determined by educational attainment level: less than high school graduate 23.5%, High school graduate 12.3%, Some college or associate's degree 8.1%, and Bachelor's degree or higher is 2.8%.

Oneida – For population 18 to 24 years: less than high school graduate 13.6%, High school graduate 26.9%, Some college or associate's degree 49.7%, Bachelor's degree or higher 9.9%. For population 25 years and over: percent high school graduate or higher is 88.1% and the percent bachelor's degree or higher is 23.8%. For the population 25 years and over for whom poverty status is determined by educational attainment level: less than high school graduate 33.3%, High school graduate 14.6%, Some college or associate's degree 10.5%, and Bachelor's degree or higher is 4.1%.

d. Provide an analysis of workforce development activities, including education and training, in the region.

i. Identify strengths and weaknesses of these workforce development activities.

The HMO workforce development initiatives are particularly strong in the focus on being responsive to local employer needs. By promoting training programs, based on in-demand occupations in the region, the HMO workforce development board ensures that it is devoting its resources to provide training that will prepare job-seekers for those occupations area employers have a need for.

Additionally, our area includes two community colleges, two SUNY schools, and four private colleges. In addition we also have several BOCES (Boards of Cooperative Education Services) programs. All have strong educational programs, many of which can be customized to meet local employer needs. Although all the education and training providers have strong links with local industries, the primary weakness is the need for a "critical mass" of trainees to make the customization of training programs profitable for the training providers. The Workforce Development Institute is a strong partner in providing funding for many of these customized training programs.

ii. Does the local area have the capacity to address the education and skill needs of the local workforce, including individuals with barriers to employment, and businesses? Please explain.

The local area does have the capacity to address the education and skill needs of the local workforce. The area has four Working Solutions career centers that offer comprehensive services to job-seekers, including: assessment, career counseling, skills training, job placement, follow-up services, and more. The HMO Workforce Development Board is committed to working with all job-seekers, including those identified as having barriers to employment (such as limited English proficiency or literacy, disability, skills gaps, and ex-offender status) to plan the services best suited to their individual needs and provide access to partner resources. These services are provided directly at the One-Stop career centers by workers responsive to individual needs. Additionally, program partners will work together to implement and monitor services for individuals with barriers to employment, public assistance recipients, other low-income individuals, veterans and eligible spouses of veterans, and individuals who are basic skills deficient.

e. Describe the local board's strategic vision and goals for preparing an educated and skilled workforce, including youth and individuals with barriers to employment.

The vision of Working Solutions of Herkimer, Madison and Oneida counties is to provide high quality services to all businesses and job-seekers. Our goal is to develop a first-rate workforce and serve our customers efficiently by focusing on meeting their needs. We provide a wide range of services aimed at addressing the broadest needs of our customers.

- i. How do the local area's workforce development programs, including programs provided by partner agencies, support this strategic vision?

The local area's workforce development programs attempt to address the strategic vision of the area by concentrating on programs and initiatives that provide job seekers with the skills and abilities that employers are looking for. The HMO Development Board actively promotes and supports programs that provide basic skills training, occupational training, in career pathways, and so much more. Additionally, the HMO Development Board continues to develop sector partnerships with local employers and training facilities to identify opportunities for training that supports local business needs. One example of a successful local program through the One-Stop career center is the MVCC Informational Seminar/Money for Vocational Training seminar that helps adults who are thinking about returning to school.

- ii. How will the local area, working with the entities that carry out the core programs, align available resources to achieve the strategic vision and goals?

The HMO Workforce Development Board also continues to expand its outreach efforts to participants to make them aware of all of the career services, income supports, and other services available through a connection with our four One-Stop career centers. An important goal of the HMO Workforce Development Board, as part of its support of individuals seeking training or employment assistance, is to provide services that will allow them to accept and maintain living wage employment. Services include job development, job posting, job match and referral, labor market information, as well as other employment support services. The HMO Workforce Development Board will also promote and incentivize the use of On-the-Job Training (OJT) strategies and work with businesses to identify how such strategies could be modified to increase use, especially for individuals facing barriers to employment.

- f. Describe the local board's goals relating to performance accountability measures. How do these measures support regional economic growth and self-sufficiency?

The HMO Workforce Development Board's Working Solutions System strives to provide exemplary services to jobseekers and business customers, alike. The Board currently uses or is in the process of developing additional instruments to measure areas such as jobseeker and business customer satisfaction, continuing improvement of quality and relevant services at a time of reduced funding, and a focus on training and job placement in career pathways reflecting local and regional priority demand occupations that will lead to quality jobs and financial independence for jobseekers and a quality workforce for our businesses.

Local Workforce Development System

- a. Identify the programs, whether provided by the Career Center or any partners, that are a part of the local area's workforce development system, including:
- i. Core programs;

Six WIOA Core Programs provide services through the Comprehensive Centers. They are: WIOA Title I (Adult, Dislocated Worker, and Youth); Title II Adult Education and Family Literacy services; Title III Employment Services including Wagner-Peyser, TAA (Trade Act Assistance), Veterans, UI (Unemployment Insurance), and Title IV Vocational Rehabilitation (ACCES-VR).

- ii. Programs that support alignment under the Carl D. Perkins Career and Technical Education Act of 2006; and

Mohawk Valley Community College and SUNY Poly provide services through the Carl D. Perkins Career and Technical Education Act of 2006.

- iii. Other workforce development programs, if applicable.

Other workforce development programs include: Advanced Interviewing Skills, ACCESS-VR Information Seminar, Basic Computers/MS Word/Excel/Access, MVCC Informational Seminar/Money for Vocational Training, Job Corps and Workshops focusing on Transferable Skills, Job Search, New Computer User and Resumes.

- b. Describe how the local area will ensure continuous improvement of services and service providers.

We will ensure continuous improvement of services and service providers by measuring improvement in the way one-stop partner programs work together to serve job seekers, workers and businesses. Additional measures of success will include an increase in the number of participants with barriers to employment, including customers with disabilities and other special populations. Continuous engagement of customers will be a key measure as well as keeping customers engaged with services until they are successful in meeting their employment goals.

- c. Describe how eligible providers will meet the employment needs of local businesses, workers, and jobseekers.

The board will provide clear and understandable information on career pathways, sector strategies, local demand occupations, growing industries and skill sets to eligible providers of WIOA services. Local providers will be encouraged to utilize this information when designing services as well as training programs.

- d. Describe the roles and resource contributions of the Career Center partners.

All Center Partners contribute towards the infrastructure of the Comprehensive Center or Centers where they occupy space based upon a cost allocation plan that includes costs such as rent, utilities, technology, maintenance, phones, and copy machines. Individual cost is determined on a "per desk" basis which includes desk, chairs, computer with internet access, phone, bookcase, access to conference rooms, videoconferencing equipment, copy machines, and common space. Each of the Partners has a lease agreement with the workforce Development Board based on these costs.

Workforce Development and Career Pathways

- a. Describe how the board will facilitate the development of career pathways, including co-enrollment in core programs when appropriate.

The HMO Workforce Development Board and staff, along with our highly skilled educators and training providers and local legislative leaders will work collaboratively to facilitate the development of career pathways by continuing to focus on sector initiatives and growing sectors. Our focus will remain fixed upon the in-demand job opportunities throughout the Herkimer, Madison, and Oneida counties, while simultaneously working with our partners to ensure that our regional training and educational support systems are strategic and effective.

- b. Describe how the board will improve access to activities leading to recognized postsecondary credentials.

Working more closely with local and regional workforce providers, the Board strives to promote participant access to all partner programs that will increase skills development, training, and provide supportive services necessary to success in attaining recognized postsecondary credentials.

- i. Are these credentials transferable to other occupations or industries ("portable")? If yes, please explain.

Many credentials are transferable to other occupations or industries. Mechatronics credentials, such as Semiconductor Manufacturing can also be used across manufacturing, distribution centers, hospitals and any other industry that using automation. Health care credentials are portable to many other industries including schools, manufacturing concerns, and tourism.

- ii. Are these credentials part of a sequence of credentials that can be accumulated over time ("stackable")? If yes, please explain.

We continue to promote and support "stackable" credentials, in Health Care and Manufacturing sectors, and are looking at the newer sector of Agribusiness and Farm-to-Table businesses as well. An example for Health Care stackable credentials is HHA (Home Health Aide) to CNA (Certified Nurse Assistant) to LPN (Licensed Practical Nurse) to RN (Registered Nurse).

Access to Employment and Services

- a. Describe how the local board and its partners will expand access to employment, training, education, and supportive services for eligible individuals, particularly individuals with barriers to employment.

The HMO Workforce Development Board, Inc. is committed to expanding access to its employment, training, education, and supportive services throughout its four Working

Solutions Centers and the greater System. The HMO Workforce Development Board, Inc. and its Working Solutions System relies on the expertise and guidance of the Title II representative on the Board to ensure that the system is proactive in identifying needs, identifying existing programs, and developing solutions to unmet needs of Title II participants with barriers to employment.

- b. Describe how the local area will facilitate access to services through the One-Stop delivery system, including remote areas, through the use of technology.

The local area will facilitate access to services through the One-Stop delivery system, including remote areas, through the increased use of our website and social media, to communicate information on the services available. Additionally, the local area will provide opportunities for occupational skill development through on-line learning which customers can access from their homes, partner agencies and public libraries in areas with access to broadband. The local area will continue to explore options for using technology to deliver services to the parts of the county that lack broadband access.

- c. Describe how Career Centers are implementing and transitioning to an integrated technology-enabled intake case management information system.

The HMO Workforce Development Board is implementing and transitioning to an integrated technology-enabled intake case management information system by using the New York State One Stop Operating System (OSOS) as the primary system to capture information acquired through the assessment process.

- d. Provide a description and assessment of the type and availability of programs and services provided to adults and dislocated workers in the local area.

We provide access to self-assessments, career zone, job zone, and other job-seeking tools in our Working Solutions Centers Resource Rooms. Our Resource Room Coordinators are highly skilled and work closely with our job seekers. For those qualified, we also provide employer-based training and classroom training. Additionally, we also work with other partners and programs to access additional services.

- e. Describe how workforce activities will be coordinated with the provision of transportation, including public transportation, and appropriate supportive services in the local area.

There is transit options available throughout the Herkimer, Madison, and Oneida counties but there are challenges with reaching the more rural areas especially for people who work outside of a 9-5 Monday through Friday schedule. Transportation to and from work is addressed with customers during their assessment and supportive services are provided either through WIOA or through referral to their partners. Customers are also referred to rideshare and carshare programs as a component of their assessment and employment plan.

- f. Describe the replicated cooperative agreements in place to enhance the quality and availability of services to people with disabilities, such as cross training of staff, technical assistance, or methods of sharing information.

General information on programs to serve people with disabilities is shared at all Partner meetings and Center Staff Meetings. Information on specific customers with disabilities can only be shared by ACCES-VR if the participant is registered with them and has signed a release of information as part of their confidentiality agreement. WIOA participants also sign a release of information of their registration process, but if they are a person with a disability, working with ACCES-VR, they must individually sign a release of information with ACCES-VR.

- g. Describe the direction given to the One-Stop System Operator to ensure priority for adult career and training services is given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

The One-Stop System Operator contract is part of the WIOA Services Contract. Requirements for adult career and training services to recipients of public assistance, or other low-income individuals who are basic skills deficient are clearly spelled out in that contract. The One-Stop Operator is monitored for compliance by Workforce Development Board staff, specifically the Executive Director and the Program Management Specialist. Additionally, the One-Stop Operator reports to the Workforce System Oversight Committee of the Board.

- h. Describe how One-Stop System Operators and One-Stop partners will comply with the nondiscrimination requirements of WIOA (section 188), and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding:

- i. The physical and programmatic accessibility of facilities, programs, and services;

The One-stop Operator and One-stop partners will comply with the non-discrimination requirements of WIOA and applicable provisions of the Americans with Disabilities Act of 1990 regarding the physical and programmatic accessibility of facilities, programs and services by: ensuring that all AJC and partner staff receive training on these requirements; include language related to these requirements in all contracts and agreements to ensure all contractors abide by these regulations in the delivery of services; delivering services and maintaining a culture of inclusiveness; continually assessing physical and program accessibility to ensure compliance with the law.

- ii. Technology and materials for individuals with disabilities; and

All 21 Centers have Resource rooms with assistive technology, Accessibility Inventory, Wheel chair accessible desk and adjustable chair. Programs: Zoom, text, Image

- iii. Providing staff training and support for addressing the needs of individuals with disabilities.

Training is available through monthly staff meetings, presentations by partners, and webinars as available.

iv. Describe the roles and resource contributions of the One-Stop partners related to the nondiscrimination requirements of WIOA (section 188), and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

At this time, the HMO Workforce Development Board assumes the responsibility of providing physical and technology resources in the four Working Solutions Centers. The full roles and resources contributions can be found in the HMO Partners Services MOU. This may change somewhat in the "other center costs" yet to be determined.

Business Engagement

a. What strategies and programs, including training programs, will be used to facilitate engagement of businesses, including small businesses and businesses in in-demand sectors and occupations?

HMO utilizes employer-based training programs such as On-the-Job and customized training to facilitate business engagement. Currently, HMO is exploring the use of apprenticeship programs as well. HMO provides space to also hold recruitment events and mini-job fairs. We also partner with local colleges in the area as well.

i. If applicable, describe the local area's use of business intermediaries.

MVCC, SUNY Poly, and regional BOCES all work closely with businesses.

b. What strategies or services are used to support a local workforce development system that meets the needs of businesses in the local area?

Strategies used to support a local workforce development system that meets the needs of businesses in the local area include:
Assistance businesses to find qualified workers, Job Posting/Referral services, Recruitment, Pre-screening and Interviewing assistance, Use of career center for recruitments, Customized training to upgrade the skills of incumbent workers, On-the-job training subsidies to offset the cost of training workers, tax credit information, labor market information, testing site for the certifications, assistance accessing grant funding for employee training initiatives, rapid response services.

c. Describe how the local area's workforce development programs and strategies will be coordinated with economic development activities.

The HMO Workforce Development Board staff work closely with the local Chambers of Commerce, local economic development organizations, MVCC, SUNY Poly, and the Mohawk Valley REDC to ensure that its strategies and programs mesh closely with the needs of the area as reflected through these organizations.

i. Describe how these programs will promote entrepreneurial skills training and microenterprise services.

The Chambers of Commerce promotes entrepreneurial skills training as does BOCES. Local economic development agencies may have access to microenterprise funding. Information on these programs can be found through links on the HMO website, posted on Facebook or posted in our Center Resource Rooms. Referrals will be made when a customer indicates an interest or willingness to pursue information on one of these programs.

- d. Describe how the local board will coordinate its workforce investment activities with statewide rapid response activities.

The Trade Act Coordinator of the HMO Rapid Response Team is staff of the WIOA Services Provider. The Trade Coordinator works closely with the NYS Department of Labor counterpart and staff of the Working Solutions Centers to coordinate activities and programs appropriate for Trade Act participants.

Program Coordination

- a. How do the local area's programs and strategies strengthen the linkages between the One-Stop delivery system and unemployment insurance programs?

NYS DOL and WIOA Title I services staff are functionally aligned and together provide services to the UI customer. While WIOA Title I staff have been trained to provide information and assistance on Unemployment Insurance, UI customers are initially seen by a NYS DOL/Wagner-Peyser staff person. However, they may then be scheduled for a series of activities or appointments that include center workshops or working with Resource Room staff, WIOA Title I Workforce Advising staff and indirectly, Business Services Team representatives regarding classroom training or employer-based training.

- b. Describe how education and workforce investment activities will be coordinated in the local area. This must include:

- i. Coordination of relevant secondary and postsecondary education programs;

The HMO Workforce Development Board works closely with the regional BOCES programs, MVCC, SUNY Poly partners and representatives to focus on programs that are sector based and promote clear pathways.

- ii. Activities with education and workforce investment activities to coordinate strategies and enhance services; and

Organizations providing education and workforce development activities will continue to meet regularly through the MOU Partners Meeting to identify any coordination issues and then develop, coordinate, and promote strategies that enhance services to our jobseeker and business customers.

- iii. A description of how the local board will avoid duplication of services.

The local board will use board committees, MOU partner meetings, and one-stop system

operator meetings to identify duplication of services and develop plans to reduce and eliminate duplication. Plans to eliminate duplication will include regular assessment of progress.

- c. Describe plans, strategies, and assurances concerning the coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), to improve service delivery and avoid duplication of services.

The HMO Working Solutions Career Center has been functionally aligned and integrated since 2006. Functional alignment includes common processes, seamless services, and a common data entry system to eliminate duplication and coordinate services. Functionally aligned staff conduct an initial assessment and provide services to all customers.

- d. Provide a list of executed cooperative agreements that define how all local service providers, including additional providers, will carry out the requirements for integration of and access to the entire set of services available in the local Career Center system. This includes agreements between the LWDB and entities that serve individuals eligible under the Rehabilitation Act. If no such agreements exist, provide an explanation why this is the case and/or progress towards executing such agreements.

We completed a Service Delivery MOU with all one-stop system partners in 2017. The MOU describes applicable career services coordination and delivery, referral of system customers and system access.

Youth Activities

- a. Provide contact details of Youth Point of Contact for your local area:

- i. Name of Youth Point of Contact

Karin Piseck

- v. Phone

(315) 867-1400

- ii. Email Address

kpiseck@herkimercounty.org

- vi. Address

320 N. Prospect Street
Herkimer, NY 13350

- iii. Name of Organization

Herkimer Working Solutions Career Center

- iv. Title

Manager

- b. Provide the number of planned enrollments in PY 2017 for:

- i. Out-of-School Youth

70

ii. New In-School Youth

15

iv. Work Experience

100

iii. Carry-Over In-School Youth

*p 66

enrollments will provide the baseline estimate for the remaining three years of the Plan.

c. Who provides the WIOA Youth Program Design Framework, which includes Intake and Eligibility, Objective Assessment, and the Individual Service Strategy (ISS)?

Youth workers in the career centers or youth workers employed through any OSY contracts.

i. Describe how career pathways is included in the ISS.

Staff working with youth work together to develop the ISS. It will show the steps necessary to reach the goal set by the worker and the youth and will include a description of the career path being followed to achieve the end goal.

d. In Attachment G, Youth Services, located on the NYSDOL website at <https://labor.ny.gov/workforcenypartners/wioa/workforce-planning.shtm> under the Local Planning section, identify the organization providing the 14 Youth Program Elements and whether the provision of each element is contractual, with a Memorandum of Agreement (MOA), or provided by the LWDB.

e. Explain how providers and LWDB staff ensure the WIOA elements:

i. Connect back to the WIOA Youth Program Design Framework, particularly Individual Service Strategies; and

At the point in time when staff are first providing framework services, the youth is assessed to determine what services that are lacking or could benefit from. The youth and the worker would discuss these services and decided on a plan using the ISS. The staff person would be familiar with the definitions of the elements and from what agencies they could be delivered. Staff would either provide or refer the youth to the appropriate elements.

ii. Are made available to youth with disabilities.

Staff would ensure that the WIOA elements are made available to youth with disabilities in the same way as described above. In addition, they would also connect with any other agency currently working with the youth like ACCES-VR, RCIL, The Arcs of all 3 counties and any others. If the youth are not currently working with these types of agencies, the staff would arrange to have the individual accessed by those agencies.

f. Identify successful models for youth services.

Successful models for youth services are ones in which there is intensive case management and frequent contact with the youth to keep them engaged. Programs that offer a variety of elements are necessary to meet and breakdown all of the barriers faced by this population. Supportive services are often needed to ensure program participation and youth work experience is a vital tool to get the youth the experience that they are lacking.

- g. If you plan to serve In-School Youth (ISY) and/or Out-of-School Youth (OSY), using the “Needs Additional Assistance” criteria, please attach a policy that defines reasonable, quantifiable, and evidence based specific characteristics of youth needing additional assistance.

Administration

- a. Identify the entity responsible for the disbursement of grant funds as determined by the Chief Elected Official or Governor.

Herkimer, Madison, and Oneida Counties Workforce Development Board, Inc.

- b. Describe the competitive process to be used to award sub grants and contracts for WIOA Title I activities in the local area.

WIOA Title I Adult and DW contracts are awarded to the Herkimer, Madison, and Oneida County Office of Employment and Training to provide all career services, training services, placement and follow up. WIOA Youth contracts are competitively procured through a Request for Proposals (RFP) process. The Workforce Development Board Emerging Worker Committee with board staff assisting create the RFP, seek board permission to release the RFP, evaluate proposals, and make recommendations to the full board regarding the award of contracts.

- c. Provide the local levels of performance negotiated with the Governor and Chief Elected Official to be used to measure the performance of the local area and to be used by the local board for measuring the performance of the local fiscal agent (when applicable), eligible providers, and the One-Stop delivery system, in the local area.

The local levels of performance negotiated with the Governor and Chief Elected Official to be used to measure the performance of the local area and to be used by the local board for measuring the performance of the local fiscal agent, eligible providers and the One-Stop delivery system are outlined in Technical Advisory 17-5, Primary Indicators of Performance. Actual goals have not yet been determined as we are awaiting data from NYS DOL to finalize performance goals for program year 2017.

- d. Describe the actions taken toward becoming or remaining a high-performing board, consistent with factors developed by the SWIB. A board will be defined as high performing if it meets the following criteria:
 - i. The board is certified and in membership compliance;

- ii. All necessary governance actions and items have been accomplished, including executing a local MOU, selecting a One-Stop System Operator, and implementing all required local policies, etc.;
- iii. All One-Stop Career Centers in the LWDA have achieved at least an 80% score in the Career Center Certification process; and
- iv. The LWDA meets or exceeds all performance goals.

The HMO Workforce Development Board has met the criteria of regarding a Board that is certified, membership compliance, and that all necessary governance actions have been accomplished. NYS DOL has not yet released the Career Center Certification Process. The LWDA has met or exceeded all performance goals in the past.

Training Services

- a. Describe how training services will be provided in the local area.

Training services will be delivered through the Working Solutions Career Centers. Training services will include classroom/occupational skills training, On-the-Job Training, Customized Training and when funds are available Incumbent Worker Training. Staff and the customer complete an Initial Assessment, Comprehensive Assessment, Career Research including Demand Occupation List review, training program and provider research, any required applications, any pre-training assessments necessary and the ISS.

- b. Describe how contracts will be coordinated with the use of ITAs.

Individual Training Accounts are issued for approved training in demand occupations and provided by Eligible Training Providers. Contracts are utilized for On-The-Job Training, Customized Training and Incumbent Worker Training.

- c. Describe how the local board will ensure informed customer choice in the selection of training programs regardless of how training services are provided.

After a thorough assessment of skills and needs customers are directed to the local Demand Occupation list in addition to the Eligible Training Provider list. Utilization of a customer centered process ensures customer choice.

Public Comment

- a. Describe the process used by the local board to provide a period of no more than 30 days for public comment and input into development of the plan by representatives of business, labor organizations, and education prior to submission.

As per NYSDOL Technical Advisory 17-8, there is a public comment period of no more than 30 days. There are electronic mailings to all partners, Center Staff, HMO Workforce Development Board Members, and Chief Elected Officials indicating that the Local Plan has been posted on the HMO Workforce Development Board website for public review and comment. Legal notices are published in local newspapers and an announcement of posting is published on the HMO Workforce Development Board Facebook page. In addition to being available electronically, a paper copy of the Local Plan is available to view at the various One Stop Centers.

List of Attachments:

Please complete all attachments.

- Attachment A** – Units of Local Government
- Attachment B** – Fiscal Agent
- Attachment C** – Signature of Local Board Chair
- Attachment D** – Signature of Chief Elected Official(s)
- Attachment E** – Federal and State Certifications
- Attachment F** – Youth Services Chart
- Attachment G** – Local Plan Budget 2017

Original signature pages (Attachments C, D, and E) must be delivered to NYSDOL in one of the following two ways:

- Electronic signature (if the board has the capability for it) – Note that electronic signature must follow the requirements and guidelines of the Electronic Signature and Records Act (ESRA). Further information on ESRA standards and requirements can be found at <https://its.ny.gov/nys-technology-law#art3>. Boards choosing to submit signature pages via electronic signature may submit these pages via email with the Local Plan.
- Mail original versions – Hard copies of traditional signature pages may be sent to:

Attn: Local Plan
New York State Department of Labor
Division of Employment and Workforce Solutions
Building 12 – Room 440
W. Averell Harriman Office Building Campus
Albany, New York 12240

All other attachments must be submitted along with the LWDB Local Plan Template via email.

In addition to these attachments, LWDBs must provide copies of the agreements listed in the Program Coordination section of this template under (d). If possible, it would be preferable to provide a list of hyperlinks to these agreements made available on your LWDB website.

ATTACHMENT D: SIGNATURE OF CHIEF ELECTED OFFICIAL(S)

**Workforce Innovation and Opportunity Act (WIOA) Local Plan for
Program Year 2017-2018, for WIOA Title 1-B
and Wagner-Peyser Programs**

In compliance with the provisions of the Workforce Innovation and Opportunity Act of 2014, the Final Rule, and Planning guidelines and instructions developed by the Governor, this Plan is being submitted jointly by the Local Board and the respective Chief Elected Official(s).

By virtue of my signature, I:

- Agree to comply with all statutory and regulatory requirements of the Act as well as other applicable State and Federal laws, regulations, and policies;
- Affirm that the Grant recipient possesses the capacity to fulfill all responsibilities and assume liability for funds received, as stipulated in §679.420 of the rules and regulations;
- Affirm that the composition of the Local Board is either in compliance with the law, rules, and regulations and is approved by the State or, will be in compliance within 90 days of Local Plan submission;
- Affirm that the Chair of the Local Board was duly elected by that board; and
- Affirm that the board, including any staff to the board, will not directly provide any career services unless approved to do so by the Chief Elected Official and the Governor.

Note: A separate signature sheet is required for each local Chief Elected Official (CEO). If additional pages are necessary, please replicate this document for each CEO.

Date:		Signature of Local Chief Elected Official (CEO):	
Mr. <input checked="" type="checkbox"/>		Typed Name of Local CEO:	
Ms. <input type="checkbox"/>		Anthony J. Picente, Jr.	
Other <input type="checkbox"/>			
Title of Local CEO:	Oneida County Executive		
Address 1:	800 Park Ave		
Address 2:			
City:	Utica		
State:	NY	Zip:	13501
Phone:	315.798.5800	E-mail:	apicente@ocgov.net
Are you the Grant Recipient CEO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Submission directions: Complete this attachment as part of the Plan development process and submit it, with original signatures, as described in the Local Plan Template.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 18-119

February 6, 2018

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the **January 1, 2018 through December 31, 2020** Purchase of Service Agreement between the Oneida County Department of Mental Health and **Kids Oneida, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The Agreement begins on **January 1, 2018 and ends on December 31, 2020**. The funding amount for the three year Agreement will be **\$202,707.00**. This amount reflects **100%** OMH State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

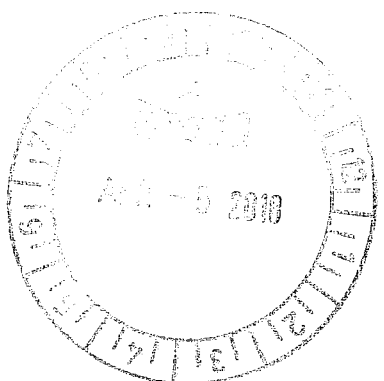
Robin E. O'Brien
Commissioner

REO/ts
Encs.

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

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

Date 4-5-18



Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Kids Oneida, Inc.
310 Main Street
Utica, NY 13501

Title of Activity or Service: Children & Family Intervention

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Children with mental health needs and their families within Oneida County

Summary Statements

1) Narrative Description of Proposed Service:

Children and Family Intervention:

Provide treatment and services for youth appropriately diagnosed, and their families. Assign a Service Program for Individual Needs (SPIN) Coordinator to monitor services implemented via the Tier 1 process. Coordination of case reviews. Provide documentation of services (within 15 days of service for each episode).

2) Program/Service Objectives and Outcomes:

The primary objective is to maintain children in the community and enhance parenting skills with the goal of keeping families intact.

3) Program Design and Staffing

The NYS Office of Mental Health (OMH), as applicable. The program meets the appropriate staffing model developed and monitored by the NYS Office of Mental Health (OMH) and guidelines and regulations.

Total Funding Requested: \$202,707.00

Account # A4310.4951

Oneida County Dept. Funding Recommendation: \$202,707.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$202,707.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

AGREEMENT

THIS AGREEMENT between **Oneida County**, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its **Department of Mental Health**, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the “County,” and **Kids Oneida Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 310 Main Street, Utica, New York 13501, hereinafter referred to as the “Provider Agency.”

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County’s Department of Mental Health, hereinafter referred to as the “Department;”

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide specialized treatment and community based and/or in-home services for children and youth diagnosed with a serious emotional disturbance or a severe behavioral disorder and their families;
 - b. Assign a coordinator/manager to monitor and oversee all interim individualized services developed and implemented via Children & Youth Single Point of Access and Accountability (SPOA/A);
 - c. Ensure that the assigned coordinator/manager will:
 - i. Assign and/or confirm identified provider for family;
 - ii. Act as a liaison between SPOA/A, agency personnel, and other service providers as necessary and appropriate;
 - iii. Attend all care-specific and programmatic meetings convened by OCDMH’s SPOA/A to assist in the coordination of case assignment and case reviews, and to assure the timely delivery of services;

- iv. Make available documentation of services provided within seven (7) days of service for each episode;
 - v. Provide quarterly data which includes number of children served and outcome of service.
- d. Ensure that any other provider assigned to provide services under this Agreement will:
- i. Attend an initial meeting with the family to discuss services;
 - ii. Make contact with child and/or family at least one (1) time weekly;
 - iii. Develop a behavior intervention plan within 30 days of case opening;
 - iv. Provide a copy of the behavior plan to OCDMH's SPOA/A within 14 days of the plan being developed;
 - v. Write goals that are measurable by data collection;
 - vi. Write and submit progress note for each episode within five (5) days of service date;
 - vii. Review behavior intervention plan within 60 days of case opening. Data collected should be included in any quarterly report provided to OCDMH;
 - viii. Attend a 90 day review meeting coordinated by OCDMH to discuss progress and needs. This meeting will help determine if continued interim services are needed or if the team feels more intensive services are necessary;
 - ix. Notify OCDMH Children and Youth SPOA/A if they have not had contact with the family in a two week period;
 - x. Notify OCDMH Children and Youth SPOA/A, coordinator/manager, and family of pending vacation or need for extended time off. Provider will identify back-up worker with coordinator/manager and share contact information.
- e. Perform the following when the Provider Agency arranges for the provision of behavioral management services:
- i. Develop a behavior intervention plan within 30 days of case opening;
 - ii. Provide a copy of the behavior plan to OCDMH SPOA/A within 14 days of the plan development.
3. For the Services provided, the County will reimburse the Provider Agency a maximum of Two Hundred Two Thousand Seven Hundred Seven Dollars and no cents (\$202,707.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly

payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency, in accordance with its status as an independent contractor, covenants and agrees that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
- a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.

- d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors.

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

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The

County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.

- b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
- a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any

privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

- v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any

licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 3/28/18
Robin E. O'Brien
Commissioner, Department of Mental Health

KIDS ONEIDA, INC.

By: William McDonald _____ Date 3/22/18
William McDonald
President, Board of Directors

By: Steven Bulger _____ Date 3-13-2018
Steven Bulger
Executive Director and
Chief Executive Officer

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

KIDS ONEIDA, INC.		TOTAL THREE YEAR BUDGET: \$		202,707.00
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00
OASAS:	-	-	-	\$ -
OPWDD:	-	-	-	\$ -
COUNTY:	-	-	-	\$ -
ANNUAL TOTAL:	\$ 67,569.00	\$ 67,569.00		\$ 67,569.00
MONTHLY VOUCHER:	\$ -			\$ -
LAST VOUCHER:	\$ -			\$ -
AMENDMENT				
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
ADJUSTED TOTAL:	\$ 67,569.00	\$ 67,569.00		\$ 67,569.00

APPENDIX B
STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

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

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

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

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

FN 20 18-120

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 3/26/18

February 14, 2018

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

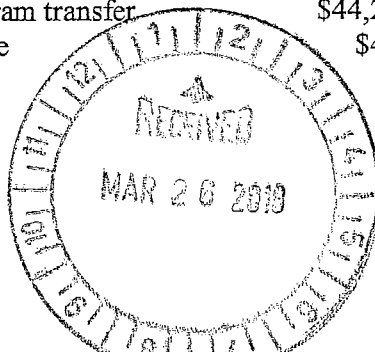
Dear Mr. Picente:

I am forwarding four (4) copies of the Agreement between the Oneida County Department of Mental Health and **Insight House Chemical Dependency Services, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is \$62,748.00. The amount of this Agreement reflects 100% OMH and OASAS State Aid Funding.

I am respectfully requesting that this agreement for the **Insight House Chemical Dependency Services, Inc.** be approved as a template agreement for all of the provider agency contracts listed below. All of the agreements listed below are the result of money coming from the State to the County, to be passed to the provider agencies, after the County's contracts with the provider agencies expired in 2016. The list below contains the allocation to each provider agency along with the purpose for that allocation. All the contracts are otherwise identical. The total amount of funding allocated to these five (5) providers totals \$358,383.00 and is allocated as follows:

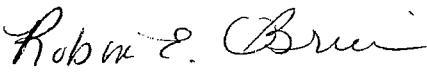
Insight House Chemical Dependency Services, Inc.	
Supplemental Furniture and Flooring funding	\$55,241.00
2016 Cost of Living Allowance (COLA) increase	\$7,507.00
Upstate Cerebral Palsy, Inc.	
Advocacy Services funding as a result of a program transfer	\$44,270.00
2016 Cost of Living Allowance (COLA) increase	\$414.00



Rescue Mission of Utica, Inc.	
Peer Advocate Program funding	\$150,000.00
Medically Monitored Van Driver Program funding	\$25,000.00
2016 Cost of Living Allowance (COLA) increase	\$2,174.00
Catholic Charities of the Roman Catholic Diocese of Syracuse, N.Y.	
2016 OMH Cost of Living Allowance (COLA) increase	\$48,994.00
2016 OASAS COLA increase	\$783.00
Center for Family Life and Recovery, Inc.	
Chemical Dependence Prevention Program One-time start-up funding	\$24,000.00

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,


Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Insight House Chemical Dependency Services, Inc.
500 Whitesboro Street
Utica, NY 13502

Title of Activity or Service: Outpatient Substance Abuse Clinic Treatment; Intensive Residential Treatment and Substance Abuse School-Based Prevention

Proposed Dates of Operation: March 1, 2018 until June 30, 2018

Client Population/Number to be Served: Adults and Children with an alcohol and/or substance abuse or dependency problems, and their families.

Summary Statements

- 1) **Narrative Description of Proposed Services:** This contract is necessary to pass additional funding through to the Provider for services delivered by the Provider pursuant to a now-expired contract, where the funding was awarded by the State after that prior contract expired.
- 2) **Program/Service Objectives and Outcomes:**
The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$62,748.00

Account #A4310.49515

Oneida County Dept. Funding Recommendation: \$62,748.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State \$62,748.00; County \$0

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: State Aid \$55,241.00 for Furniture and Flooring needs & a COLA increase of \$7,507.00)

AGREEMENT

THIS AGREEMENT made by and between **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Insight House Chemical Dependency Services, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 500 Whitesboro Street, Utica, NY 13502 (hereinafter referred to as the "Provider").

WITNESSETH

WHEREAS, the County and the Provider entered into an agreement by which the Provider provided services for the Outpatient Substance Abuse Treatment, Chemical Dependency Intensive Residential Treatment, and Substance Abuse School-Based Prevention Services with a term from January 1, 2014 through December 31, 2016, hereinafter referred to as the "Original Agreement" (County contract no. 014128); and

WHEREAS, the parties amended the Original Agreement twice while the Original Agreement was in effect (County contract nos. 015015 and 2970) to adjust the Original Agreement's terms to reflect changes in funding from the New York State Office of Alcoholism and Substance Abuse Services, hereinafter referred to as "OASAS;" and

WHEREAS, despite the term of the Original Agreement ending, OASAS has altered the funding allocation for the Provider for services provided under the Original Agreement; and

WHEREAS, the parties are desirous of entering into an Agreement, through which the County can pass the additional funding from OASAS to the Provider; and

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

1. This Agreement shall be in effect from March 1, 2018 until June 30, 2018.
2. The County agrees to pay the following amounts to the Provider:
 - a. Fifty-Five Thousand Two Hundred Forty-One Dollars and no cents (\$55,241.00) for Supplemental Furniture and Flooring funding for 2016 as a result of additional OASAS State Aid funding; and
 - b. Seven Thousand Five Hundred Seven Dollars and no cents (\$7,507.00) for 2016 as a result of a Cost of Living Allowance (COLA) increase.
3. All other terms of the Original Agreement remain unchanged and unaltered.

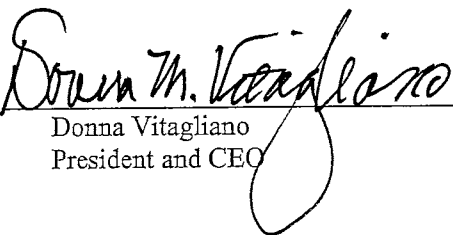
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IN WITNESS THEREOF, the County and the Provider have signed this Agreement on the day and year written below.

County of Oneida County

Insight House Chemical Dependency
Services, Inc.

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

By:  _____
Donna Vitagliano
President and CEO

Approved

Raymond F. Bara
Assistant County Attorney

Total Funding Full Three Years: \$4,751,515.00
 State: \$4,679,515.00
 County: \$108,000.00

APPENDIX A		
CONTRACT BUDGET 2014 - 2016		
	2014	
OASAS	\$1,507,283.00	
Total State Aid	\$1,507,283.00	
County Funds	\$36,000.00	
TOTAL FUNDING	\$1,543,283.00	
Monthly Voucher Amount January - November	\$128,606.00	11
Final Voucher Amount December	\$128,617.00	1
		Total Amount
		\$1,414,666.00
		\$128,617.00
		\$1,543,283.00

2015		
OASAS	\$1,554,742.00	
Total State Aid	\$1,554,742.00	
County Funds	\$36,000.00	
TOTAL FUNDING	\$1,590,742.00	
OASAS		
Monthly Voucher Amount January - November	\$125,606.00	12
Supplemental COLA Voucher	\$47,470.00	1
		Total Amount
		\$1,507,272.00
		\$47,470.00
		\$1,554,742.00
County		
Monthly Voucher Amount January - December	\$3,000.00	12
		Total Amount
		\$36,000.00

2016		
OASAS	\$1,617,490.00	
Total State Aid	\$1,617,490.00	
County Funds	\$36,000.00	
TOTAL FUNDING	\$1,653,490.00	
OASAS		
Monthly Voucher Amount January - November	\$129,561.00	11
Final Voucher Amount	\$129,571.00	1
Supplemental COLA	\$ 7,507.00	1
Supplemental-Furn & Flooring	\$ 55,241.00	1
		Total Amount
		\$1,425,171.00
		\$129,571.00
		\$7,507.00
		\$55,241.00
		\$1,617,490.00
County Voucher	\$3,000.00	12
		Total Amount
		\$36,000.00
		\$36,000.00

APPENDIX B
STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

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

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

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

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

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

1. The Contractor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

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

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

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

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

ORIGINAL CONTRACT

AGREEMENT

#014128

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and **CORPORATE NAME**, having its principal office located at Insight House Chemical Dependency Services, Inc., Utica, New York 13502, hereinafter referred to as the "**Provider Agency**".

WITNESSETH:

WHEREAS, the **County** through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the "**State**") Mental Hygiene Law mandates and authorizes the **County** through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the **Provider Agency** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.
2. The **Provider Agency** shall:
 - (A) Provide Outpatient Substance Abuse Clinic Treatment consistent with the NYS OASAS regulations to individuals and family members striving to achieve and maintain a sober lifestyle. The clinic will provide evaluation/assessment services, individual, family and group counseling, referral and discharge planning;
 - (B) Provide a 44 bed voluntary (drug free) Intensive Residential Substance Abuse program consistent with the NYS OASAS regulations. This component provides a highly-intensive level of care for men and women who are experiencing dysfunction in multiple life areas and who require a structured living arrangement during treatment. A minimum of 40 hours per week of clinical services is provided along with vocational, educational, parenting, community living, personal hygiene/care, and socialization and leisure activities;
 - (C) Provide School Based Substance Abuse Prevention Counseling Services to a variety of school districts, consistent with the NYS OASAS Prevention Guidelines. Based on the unique school district need, this may require model and/or non-model programs such as: individual or group counseling, student assemblies, classroom presentations, parent forums, public service announcements and educational awareness on a variety of topics.
3. The **Provider Agency** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH

Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Provider Agency** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Provider Agency** agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify **Services** offered by the **Provider Agency**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. The **Provider Agency** shall not be entitled to any of the benefits of an employee of the County of Oneida, such as New York State Employee's Retirement Benefits, Unemployment Insurance, Worker's Compensation, Employee's Medical, Hospital, Dental, Prescription, Optical coverage, and any other benefits that an employee of the County of Oneida normally is eligible to receive.

6. The **Provider Agency** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** a maximum of \$1,512,612.00 (one million five hundred twelve thousand six hundred twelve dollars) per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Provider Agency**, at the request of the **County** shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the **County** assumes no responsibility for either costs not approved for reimbursements by either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Provider Agency** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Provider Agency** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Provider Agency**.

9. The **County** will make State Aid Payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Provider Agency**.

10. The **Provider Agency** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Provider Agency** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) *Office of Persons with Developmental Disabilities (OPWDD) Budgets* for the current year is required to be received by the **County** by February 1st.
- b) *Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims* for the prior year are required to be received by the **County** by April 15th.

- c) *Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests* for the prior year OMH CFR are required to be received by the County by April 15th.
- d) *OMH, OASAS and OPWDD (Full) Audited CFR* for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) *Fully Audited CFRs for OMH, OPWDD, and OASAS* for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
- f) *OASAS Mid-Year Claim* for the current year is required to be received by the County by August 1st.
- g) *OASAS Consolidated Budget Report (CBR)* for the next year is (with scope) required to be received by the County by September 15th.
- h) *OMH CBRs* for the current year are required to be received by the County by October 15th.

11. The **Provider Agency** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Provider Agency** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Provider Agency** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.
- f) An Annual School District Service Report indicating which School Districts the **Provider Agency** is providing services, what services are being provided, and the budget breakdown for each School District. The Annual School District Service Report will be due no later than August 1st prior to the beginning of the new school year. In addition, the **Provider Agency** agrees to notify the **County** of any changes to the original submitted Annual School District Service Report within 10 (ten) days of any changes.

12. The **Provider Agency** shall operate all programs in compliance with the laws, rules and regulations as passed and /or promulgated by the **County**, State or Federal governments. It is further understood by the **Provider Agency** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. The **Provider Agency** further covenants and agrees to indemnify, defend and hold harmless the **County**, its officers, agents and employees, from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have

been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage. The County of Oneida must be named as an "Additionally Insured" as part of the Provider Agency's insurance policy. Proof of same must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.

14. Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.

The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this contract and jurisdiction and venue shall lie within the State of New York.

15. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

It is expressly understood that as a Provider Agency for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

1. The Provider Agency will only access confidential information for which there is a need to know; and
2. The Provider Agency will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized.
3. The Provider Agency will not misuse confidential information or carelessly handle confidential information.

B. The **Provider Agency** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Provider Agency** accepts responsibility for all activities undertaken using any access code and other authorization.

C. The **Provider Agency** will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

D. The **Provider Agency** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Provider Agency** understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Provider Agency** will safeguard the confidentiality of all confidential information.

F. The **Provider Agency** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. The **Provider Agency** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Provider Agency** is provided with any confidential HIV related information during the course of providing services and in accordance with 403 of Title 18 of the NYSDDS regulation and Section 2782 of the Public Health Law, they shall be informed of the penalties and fines for any redisclosure found to be in violation of New York State Law and/or Regulation.

The **Provider Agency** shall 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."

17. The **Provider Agency** agrees that as mandated reporters, 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 2221 A to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Central Register. The **Provider Agency** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

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

COUNTY OF ONEIDA

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

11/15/13
Date

By: *Linda M. Nelson*
Linda M. Nelson
Commissioner, Department of Mental Health

9/3/13
Date

PROVIDER AGENCY

By: *Carl DelBuono*
Carl DelBuono, President
Board of Directors
Insight House Chemical Dependency Services, Inc.

8/13/13
Date

By: *Donna M. Vitagliano*
Donna Vitagliano, President & CEO
Insight House Chemical Dependency Services, Inc.

8/12/13
Date

Approved as To Form Only:
Oneida County Attorney:

By: *Raymond J. Bure*
Date: 09/09/13

Updated 06/11/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OMH	\$0.00
OPWDD	\$0.00
OASAS	\$1,476,612.00
Total State Aid	\$1,476,612.00
County Funds	\$36,000.00
TOTAL FUNDING	\$1,512,612.00

		# Payments	Total Amount
Monthly Voucher Amount January - December	\$126,051.00	12	\$1,512,612.00

APPENDIX B

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

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

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, 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. Executor 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. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).
-
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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

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

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).


Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

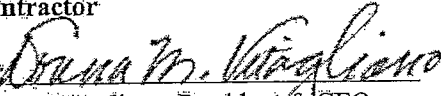
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: 
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

By: 
Donna Vitagliano, President & CEO
Insight House Chemical Dependency Services, Inc.

Approved as to Form only


Oneida County Attorney

ORIGINAL CONTRACT

AGREEMENT

#014128

1ST AMENDMENT

#015015

AMENDMENT

THIS AMENDMENT made the fourteenth (14th) day of October, 2014, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Insight House Chemical Dependency Services, Inc.**, having its principal office located at 500 Whitesboro Street, Utica, NY 13502 (hereinafter referred to as the "Provider").

WITNESSETH

WHEREAS, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Medically Supervised Outpatient Treatment Program, with a term from January 1, 2014 through December 31, 2016 (the "Original Agreement"), and

WHEREAS, the parties are desirous of entering into an Amendment to the Original Agreement in regards to the following provisions,

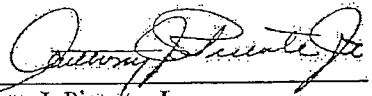
NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The Original Agreement (Contract #014128) shall be amended to include:
 - a. An increase in the funding for the Medically Supervised Outpatient Treatment Program through state aid pass through dollars of an additional Thirty Thousand Six Hundred Seventy-One Dollars (\$30,671.00) over the current contract for years 2014 - 2016.
2. The above changes in funds will result in a new total per year of One Million Five Hundred Forty-Three Thousand Two Hundred Eighty-Three Dollars (\$1,543,283.00). This will result in a three year funding total of Four Million Six Hundred Twenty-Nine Thousand Eight Hundred Forty-Nine Dollars (\$4,629,849.00).
3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

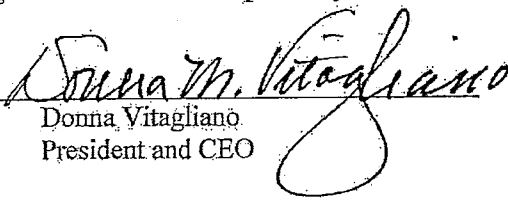
County of Oneida County

By: _____

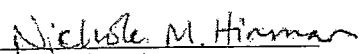

Anthony J. Picente, Jr.
Oneida County Executive

Insight House Chemical Dependency Services, Inc.

By: _____


Donna Vitagliano
President and CEO

Approved as to Form only


Nichole M. Hinman
County Attorney's Office

**APPENDIX A
CONTRACT BUDGET 2014 - 2016 AMENDMENT**

	2014-2016
OMH	\$0.00
OPWDD	\$0.00
OASAS	\$1,507,283.00
Total State Aid	\$1,507,283.00
County Funds	\$36,000.00
TOTAL FUNDING PER YEAR	\$1,543,283.00
TOTAL FUNDING THREE YEARS	\$4,629,849.00

		# Payments	Total Amount
Monthly Voucher Amount January - November	\$128,606.00	11	\$1,414,666.00
Final Voucher Amount December	\$128,617.00	1	\$128,617.00
			<u>\$1,543,283.00</u>
		2014-2016	<u>X 3</u>
			\$4,629,849.00

ORIGINAL CONTRACT

AGREEMENT

#014128

1ST AMENDMENT

#015015

2ND AMENDMENT

#2970

AMENDMENT

THIS AMENDMENT made the third (3rd) day of November, 2015, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Insight House Chemical Dependency Services, Inc.** having its principal office located at 500 Whitesboro Street, Utica, NY 13502 (hereinafter referred to as the "Provider").

WITNESSETH

WHEREAS, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Outpatient Substance Abuse Treatment, Chemical Dependency Intensive Residential Treatment, and Substance Abuse School-Based Prevention Services with a term beginning January 1, 2014 through December 31, 2016 (the "Original Agreement"); and

WHEREAS, the Original Agreement was thereafter amended to reflect a change in state funds in May 2015 (the "1st Amendment", #015015); and

WHEREAS, the parties are desirous of entering into a second Amendment to the Original Agreement in regards to the following provisions,


NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

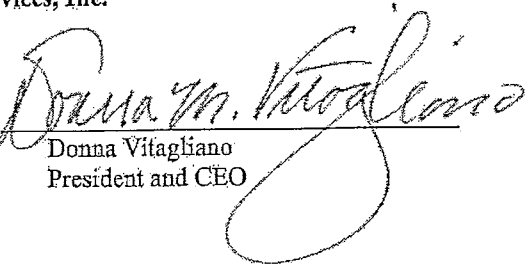
1. The Original Agreement (Contract #014128) and the 1st Amendment (Contract #015015) shall be amended to include:
 - a. An increase in the funding for 2015-2016 respectively as follows;
 - i. Outpatient Treatment in the amount of Five Thousand Two Hundred Forty Nine Dollars (\$5,249.00) for both 2015 and 2016 as a result of additional OASAS state funding;
 - ii. Residential Treatment in the amount of Forty Two Thousand Two Hundred Ten Dollars (\$42,210.00) for both 2015 and 2016 as a result of additional OASAS state funding.
2. The above changes in funds will result in a new total for years 2015 and 2016 of One Million Five Hundred Ninety Thousand Seven Hundred Forty Two Dollars and no cents (\$1,590,742.00) for each of those years. This will result in a three year funding total of Four Million Seven Hundred Twenty Four Thousand Seven Hundred Sixty Seven Dollars and no cents (\$4,724,767.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement and the 1st Amendment remain in effect without change or alteration.

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.


County of Oneida County

Insight House Chemical Dependency
Services, Inc.

By: 
Anthony J. Picante, Jr.
Oneida County Executive

By: 
Donna Vitagliano
President and CEO

Approved as to Form only


Raymond F. Bara
Assistant County Attorney

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OASAS	\$1,507,283.00
Total State Aid	\$1,507,283.00
County Funds	\$36,000.00
TOTAL FUNDING	\$1,543,283.00

		#	Total Amount
		Payments	
Monthly Voucher Amount			
January - November	\$128,606.00	11	\$1,414,666.00
Final Voucher Amount			
December	\$128,617.00	1	\$128,617.00
			<u>\$1,543,283.00</u>

	2015
OASAS	\$1,554,742.00
Total State Aid	\$1,554,742.00
County Funds	\$36,000.00
TOTAL FUNDING	\$1,590,742.00

		#	Total Amount
		Payments	
OMH			
Monthly Voucher Amount			
January - November	\$125,606.00	12	\$1,507,272.00
Supplemental COLA Voucher			
Amount	\$47,470.00	1	\$47,470.00
			<u>\$1,554,742.00</u>

		#	Total Amount
		Payments	
County			
Monthly Voucher Amount			
January - December	\$3,000.00	12	\$36,000.00
			<u>\$36,000.00</u>

		2016	
OASAS			\$1,554,742.00
Total State Aid			\$1,554,742.00
County Funds			\$36,000.00
TOTAL FUNDING			\$1,590,742.00
OMH		#	Total Amount
Monthly Voucher Amount		Payments	
January - November	\$129,561.00	11	\$1,425,171.00
Final Voucher Amount			
December	\$129,571.00	1	\$129,571.00
			<u>\$1,554,742.00</u>
County		#	Total Amount
Monthly Voucher Amount		Payments	
January - December	\$3,000.00	12	\$36,000.00
			<u>\$36,000.00</u>

**Total Funding Full Three
Years:**

	\$4,724,767.00
State:	\$4,616,767.00
County:	\$108,000.00



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

March 12, 2018

FN 20 18-121

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018 Purchase of Service Agreement** between the Oneida County Department of Mental Health and **Katherine Warden, PhD** for your review and approval. It this Agreement meets your approval, I respectfully request that you forward it to the Board of Legislators for its approval.

This Agreement is in effect from **January 1, 2018 and ends December 31, 2020**. The funding amount will be a maximum of **\$73,500.00, 100% OMH State Aid** funding.

Through this Agreement, the Consultant will provide consultation to determine whether an individual charged with a crime lacks the capacity to understand proceedings or to assist in his/her defense. The Department of Mental Health is required by New York Criminal Procedure Law Article 730 to provide these determinations to courts throughout Oneida County.

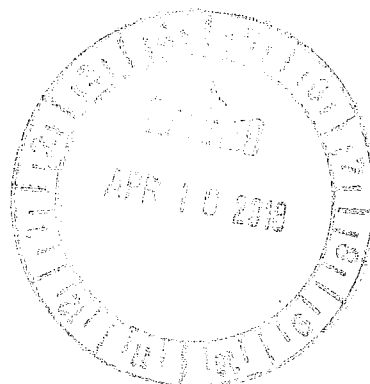
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.



*Received - Submitted
January Picente
4-10-18*

Oneida Co. Department: MENTAL HEALTH

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Katherine Warden, PhD
74 Taber Road
New Hartford, NY 13413

Title of Activity or Service: CPL 730 Evaluations

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Oneida County Residents for whom courts order the Department of Mental Health to perform CPL 730 Evaluations

Summary Statements

1) Narrative Description of Proposed Services

- a. Complete psychiatric evaluations pursuant to Criminal Procedure Law Article 730, and to provide consultation to determine whether an individual lacks the capacity to understand proceedings or to assist in his/her defense;
- b. Perform such duties as may be required by the Oneida County Charter, by the Oneida County Administrative Code, statutes of the State of New York and United States and all regulations of the New York Department of Mental Hygiene and any other appropriate statutes, regulations, ordinances and local law.

2) Program/Service Objectives and Outcomes:

Provide necessary CPL 730 evaluations.

3) Program Design and Staffing: (N/A)

Total Funding Requested: \$73,500.00

Account # A4310.195

Oneida County Dept. Funding Recommendation: \$73,500.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$73,500.00

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: 100% OMH State Aid Funding

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Katherine Warden, PhD**, having her principal address located at 74 Taber Road, New Hartford, New York 13413, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the County, through its Department of Mental Health, desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Consultant hereby warrants that she has the proper and necessary education, training, experience, and licenses to act as a provider and resource to and for the Oneida County Department of Mental Health;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Consultant shall:
 - a. Complete any and all mutually agreed upon and assigned psychiatric evaluations referred to the County pursuant to Article 730 of the New York State Criminal Procedure Law;
 - b. Provide consultation to the County to determine whether an individual, as a result of mental disease or defect, lacks the capacity to understand the proceedings against him/her or to adequately assist in his/her defense;
 - c. Perform such duties as may be required by the Oneida County Charter, by the Oneida County Administrative Code, statutes of the State of New York and of the United States and all regulations of the New York State Department of Mental Hygiene and any other appropriate statutes, regulations, ordinances and local laws.
3. Compensation. The County will reimburse the Consultant for the services rendered pursuant to this Agreement as follows:
 - a. Two Hundred Dollars and No Cents (\$200.00) for each completed psychiatric competency evaluation pursuant to Article 730 of the New York State Criminal Procedure Law. In addition, the Consultant shall receive Two Hundred Dollars and No

Cents (\$200.00) per day for court time when the Consultant is required to be in court to testify about such completed psychiatric competency evaluation. The Consultant shall not otherwise be reimbursed for expenses related to a psychiatric competency evaluation.

- i. Payment will be made after submission of a duly prepared Oneida County Voucher to the Department of Mental Health. The County will make payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Consultant.

4. The Consultant agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

5. Independent Contractor Status.

- a. It is expressly agreed that the relationship of the Consultant to the County shall be that of an Independent Contractor. The Consultant and her employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Consultant and her employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Consultant 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 services to other entities and/or the general public as a regular course of business. Consultant and County agree that Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make her services available to the public.
- c. The Consultant 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. Consultant acknowledges and agrees that neither Consultant, nor her employees, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Consultant shall be solely responsible for applicable taxes for all compensation paid to Consultant or her employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal

income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Consultant shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Consultant's Independent Contractor status, it is agreed that both the County and the Consultant shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Consultant agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
6. The Consultant agrees, where applicable, to provide any and all Services, authorized by this Agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Consultant further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.
7. The Consultant shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
8. The Consultant shall perform all services under this Agreement in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Consultant that agencies and departments of New York State other than the New York State Office of Mental Health (OMH), the New York State Office of Alcoholism & Substance Abuse Services (OASAS), and the New York State Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.
9. The Consultant agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Consultant, his officers and/or employees or subcontractors. Furthermore, the Consultant agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Consultant 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.

10. The Consultant shall obtain and maintain professional liability insurance with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. The Consultant shall maintain a Workers' Compensation and Employer's Liability policy at statutory New York limits, if applicable. Proof of insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Consultant must provide the County proof of insurance consistent with the requirements listed above. Failure to do may result in the immediate termination of this Agreement.
11. Consultant waives all rights against Oneida County and Oneida County's agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
12. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Consultant fails to comply with legal, professional, County or State requirements for the provision of the Services covered under this Agreement, or if the Consultant becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Consultant.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Consultant prior to the termination of this Agreement that are pursuant to and after Consultant compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York and Oneida County.
13. The Consultant agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
 - a. It is expressly understood that as a Consultant for the County, the Consultant may and will receive confidential information from the Department of Mental Health and this

information may have been received from other independent contractors and/or licensed agencies. The Consultant agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

- b. Accordingly, as a condition of and in consideration of access to confidential information, the Consultant promises that:
 - i. She will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and the SPOA/A program. This means, among other things, that:
 - A. The Consultant will only access confidential information for which there is a need to know; and
 - B. The Consultant will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - C. The Consultant will not misuse confidential information or carelessly handle confidential information.
 - ii. The Consultant will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Consultant accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Consultant will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Consultant understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Consultant understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Consultant will safeguard the confidentiality of all confidential information.
 - iv. The Consultant will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Consultant.
14. The Consultant agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Consultant is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, he shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

- a. The Consultant shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
15. The Consultant agrees that, as a mandated reporter pursuant to New York Social Services Law Section 413, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Consultant shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.
16. The Consultant is solely responsible for paying all of her business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
17. The Consultant shall not be required to attend or undergo any training by the County. The Consultant shall be fully responsible for her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
18. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
19. Annexed hereto and made a part hereof as Appendix A is the Standard Oneida County Contract Addendum, which includes additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.
20. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.

IN WITNESS THEREOF, the County and the Consultant have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

By: _____ Date _____
Anthony J. Picente, Jr.
Oneida County Executive

By: Robin E. O'Brien _____ Date 4/4/18
Robin E. O'Brien
Commissioner, Department of Mental Health

CONSULTANT

By: KW _____ Date 3/29/2018
Katherine Warden, PhD

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 1 day of January, 2018, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

March 22, 2018

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 18-122

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

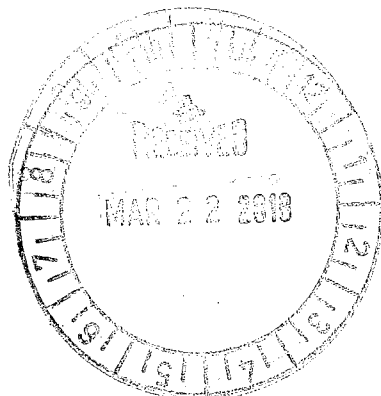
I am submitting the following Housing/Service Agreement and Memorandum of Understanding between Oneida County Office for the Aging and Continuing Care and Colonial 1 Associates Limited Partnership through its managing general partner, Beacon Colonial I, LLC, for your review and approval.

These no-cost Agreements create a collaboration between the parties to ensure that support services to special needs elderly and disabled residents continue as the partnership transitions and updates the Colonial I Apartments in Rome. Additionally, the MOU will secure 15% of the refurbished apartments for frail elderly receiving community based services from OFA. The terms of this Agreement commence upon completion of the construction and end when it is terminated pursuant to the terms of the Agreement.

If this agreement meets with your approval, please forward to the Board of Legislators for further action. I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 3/27/18

MJR/jc

Enclosure

HOUSING / SERVICES AGREEMENT

THIS HOUSING / SERVICES AGREEMENT is made by and between Colonial I Associates Limited Partnership by and through its managing general partner, Beacon Colonial I LLC, a domestic limited liability company with an office at 54 State Street, Suite 802, Albany, New York 12207, a subsidiary of Beacon Communities Corp, a foreign corporation organized and existing under the laws of the Commonwealth of Massachusetts with its principal offices at Two Center Plaza, Suite 700, Boston, Massachusetts 02108, (hereinafter collectively referred to as the "*Project Owner*") and Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Office for the Aging and Continuing Care located at 120 Airline Street, Suite 201, Oriskany, New York 13524 (hereinafter collectively referred to as the "*Support Agency*").

Project Owner and Support Agency agree as follows:

- 1) Performance under this Agreement shall commence upon construction completion and shall not be terminated unless terminated in accordance with the terms of this Agreement.
- 2) Support Agency shall be the support/service provider for persons who are frail elderly, with priority given to qualified veterans (hereinafter collectively referred to as "Residents with Special Needs"), citizens of the Project.
- 3) Thirteen (13) housing units located at 203-205 St. Peters Avenue, City of Rome, Oneida County, State of New York (hereinafter referred to as the "Project") shall be made available to eligible residents referred by Support Agency subject to the Project's Marketing Plan as approved by the New York State Homes and Community Renewal ("HCR").
- 4) Support Agency shall provide support services to Residents with Special Needs to enable independent living to the greatest extent possible. Services provided to Residents with Special Needs in the Project are listed in **Attachment A** to this Agreement.
- 5) Project Owner, its designees and Support Agency shall, as required by applicable law and regulations, maintain the confidentiality of information relating to Residents with Special Needs.
- 6) Project Owner shall provide Support Agency with income eligibility criteria for residency in the Project.
- 7) Referrals from Support Agency shall have priority for units until at least thirteen (13), (15%) of available units are occupied by Residents with Special Needs (named in #2 above). Out of these referrals, priority shall be given to such persons with Special Needs who have served in the armed services of the United States for a period of at least six months (or any shorter period due to injury incurred in such service) and have been thereafter discharged or released from the armed forces under conditions other than dishonorable.
- 8) Performance under this Agreement will comply with Title VIII of the Federal Civil Rights Act of 1968, also referred to as the "Fair Housing Act", Section 504 of the Federal Rehabilitation Act of 1973, the Human Rights Laws of the State of New York, and all other applicable laws and regulations.
- 9) Residents with Special Needs who reside in the Project shall:
 - a. Have the same services and accommodations as other residents.

- b. Be governed by the same rules and regulations governing occupancy of the Project as other residents.
 - c. Pay the same rent as other residents of comparable units.
 - d. Reside in units that are not segregated or identified as special needs units and are comparable to units available to other residents.
- 10) For initial occupancy:
- a. Project Owner or its designee shall notify Support Agency in writing of the number of available special needs units, including the unit size, accessibility, monthly rent and estimated utilities, income necessary for the rent/utilities payment, the income eligibility guidelines, and the date of availability for occupancy.
 - b. Support Agency shall identify, screen, and refer potential Residents With Special Needs to the Project Owner or its designee.
 - c. If a potential Resident with Special Needs referred by Support Agency is rejected, Project Owner or its designee shall notify Support Agency in writing of the reason(s) for the rejection.
 - d. If after two (2) months, an insufficient number of eligible Residents with Special Needs has been referred to and selected by Project Owner or its designee, Project Owner or its designee will attempt to identify and notify in writing any other support/service providers in the community of the availability of units for persons with special needs and HCR's Office of Finance and Development.
 - e. Potential Residents with Special Needs shall be referred on a first-come, first-served basis.
- 11) Intentionally omitted.
- 12) When a unit becomes vacant during the operation of the Project:
- a. Project Owner or its designee will notify Support Agency in writing of each available unit for Residents with Special Needs, including the unit size, accessibility, monthly rent and estimated utilities, the income necessary for the rent/utilities payment, the income eligibility guidelines, and the date of availability for occupancy.
 - b. Within ten (10) business days of such notification, Support Agency shall identify, screen and refer potential Residents with Special Needs to Project Owner or its designee.
 - c. If a potential Resident with Special Needs referred by Support Agency is rejected, Project Owner or its designee shall notify Support Agency in writing of the reason(s) for the rejection.
 - d. If after ten (10) business days, an insufficient number of eligible Residents with Special Needs has been referred to and selected by Project Owner or its designee, Project Owner or its designee will attempt to identify and notify in writing HCR Office of Finance and Development and any other support/service providers in the community of the availability of units for persons with special needs.

- e. Potential Residents with Special Needs shall be referred on a first-come, first-served basis.
- 13) Support Agency shall maintain a waiting list of potential Residents with Special Needs.
 - 14) Support Agency shall provide information upon request by Project Owner or its designee to fulfill reporting and monitoring requirements of the funding source(s) of the Project.
 - 15) Support Agency shall provide Project Owner with the name and telephone number of a Support Agency representative who will be available in the event of an emergency.
 - 16) Support Agency shall notify Project Owner in writing, within five (5) business days of occurrence, of any event which may significantly impact the capacity of a Resident with Special Needs to reside in the Project and shall make recommendations for assisting the Resident.
 - 17) If a Resident with Special Needs materially violates the terms of the lease or the rules and regulations of the Project:
 - a. Project Owner or its designee will notify the Support Agency of the violations in writing.
 - b. Prior to commencement of eviction proceedings, Project Owner or its designee will consult with Support Agency regarding the reason(s) for such possible eviction.
 - c. Project Owner shall have the final decision regarding the continued occupancy of Residents with Special Needs with respect to such violation in accordance with the procedures for all residents.
 - 18) Services provided under this Agreement may not be diminished nor may this Agreement be changed, terminated or modified orally or in any manner unless both parties hereto and the New York State Homes and Community Renewal consent in writing, which consent will not be unreasonably withheld or delayed.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties have signed this Agreement this ____ day of _____, 20____.

PROJECT OWNER:

By: Duncan Barrett

Name: Duncan Barrett

Title: President

SUPPORT AGENCY:

By: _____

Name: Michael J. Romano

Title: Director

ONEIDA COUNTY:

By: _____

Name: Anthony J. Picente, Jr.

Title: County Executive

Approved by:

Maryangela Scalzo, Asst. County Attorney

NYS HCR APPROVAL

The Agreement is satisfactory to fulfill the requirements of the HTFC Funding Commitment Letter Exhibit 10 and/or LIHC and/or SLIHC Regulatory Agreement Attachment A.

Approved By: _____

Name: _____

Title: NYS HCR Special Needs Manager

Date: _____

ATTACHMENT A SUPPORT SERVICES

As the Support Agency, Oneida County Office for the Aging and Continuing Care shall carryout the following listed undertakings for the benefit of the target special needs population – residents who are Frail Elderly:

- Serve as the lead agency for planning and the development of coordinated systems for the delivery of home and community-based services;
- Provide access to programs and services that will meet the needs of the Frail Elderly;
- Evaluate the Frail Elderly residents to identify unmet physical, medical, psychological, social and financial needs;
- Develop care plans and work with the Frail Elderly for successful implementation of the care plan;
- Provide appropriate and available services to the Frail Elderly and make referrals to other agencies when necessary;
- Monitor the plans, evaluate their effectiveness and revise the plans as needed;
- Advocate on behalf of the Frail Elderly for preventative programs and services that will promote a quality of life and enhance or maintain wellness, healthy functioning and independent living in the community;
- Achieve positive outcomes through arrangements with community agencies for a range of home and community based long-term care services;
- Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs for Frail Elderly; and
- Seek non-traditional sources of funding to enhance services and programs in the community.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Oneida County Office for Aging & Continuing Care, and
"Project Owner"**

Oneida County Office for Aging & Continuing Care ("OCOACC") is an experienced service agent that provides referrals to fully-accessible and adapted, move in ready units for people with mobility and/or hearing/vision impairment, in the Oneida County, New York area.

OCOACC, and Colonial I Associates Limited Partnership ("Project Owner"), as applicant for the renovation of Colonial Apartments I, an 83-unit rental property for seniors and persons with disabilities, with nine fully-accessible and adapted apartments for tenants with moving impairments, and four apartments for tenants with hearing or vision impairments, located at 203-205 St. Peters Avenue, Rome, NY 13440, (the "Project"), have entered into this Memorandum of Understanding.

OCOACC agrees to include in its eligible resident referral list, which is readily available to current participants as well as new applicants, the Accessible and Fully Adapted Unit availability of the Project, and when requested by those participants/applicants, make referrals to the Project.

The Project agrees to give preference for 100% of the accessible units at the Project to income eligible persons with mobility and/or hearing/vision impairment on the Section 8 Local Administrator's waiting list.

The Project agrees to canvass the OCOACC for referrals to the Section 8 Local Administrator's waiting list by sending out canvassing letters and understands that selection of candidates must be from those canvasses, in the order of the applicant's position on the Section 8 Local Administrator's waiting for the units with Project.

Specific performance of this agreement is enforceable by either party. Accepted and agreed to by the parties on the _____ day of _____ 2018.

Oneida County


By: _____
Anthony J. Picente, Jr., County Executive

Approved by:

Maryangela Scalzo, Asst. County Attorney

Oneida County Office for Aging & Continuing Care

By: _____
Michael Romano, Director

Colonial I Associates Limited Partnership
By: 
Duncan Barrett, President

DHCR

By: _____
Name, Title

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Interim Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 16, 2018

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 18-123

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with the Elmcrest Children's Center, Inc. for Non-Secure Detention Services that provides the Department with one (1) reserved bed for Oneida County youth and the ability to utilize un-reserved beds on an as needed basis.

This facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents) awaiting further court action.

The term of this agreement is January 1, 2018 through December 31, 2018. The cost for this agreement was \$ 150,258.98 from December 1, 2016 through November 30, 2017 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of \$76,632.08 during that time period. The contractor is guaranteed \$130,334.20 for the duration of this agreement. However, should the department utilize more than one bed on any given day it will be charged an additional \$498.12 per day based on usage.

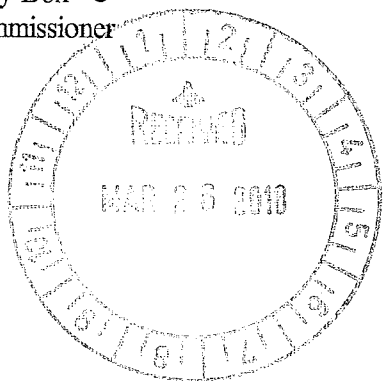
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Interim Commissioner

CFB/vlc
attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive

Date 3/26/18

91302

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Elmcrest Children's Center, Inc.
960 Salt Springs Road
Syracuse, New York 13224

Title of Activity or Services: Non-Secure Detention

Proposed Dates of Operations: January 1, 2018 through December 31, 2018

Client Population/Number to be Served: Youth placed by Family Court Remand PINS warrant, JD warrant or placed by Peace Officer.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor's Non-Secure Detention facility known as "Skeele Valley Non-Secure Detention Group Home" is located at 960 Salt Springs Road, and is certified by the New York State Office of Children and Family Services. The Contractor will reserve and provide the Department with 1 bed for Oneida County youth in need of Non-Secure Detention Services. The Department also has the ability to utilize un-reserved beds if needed.

2). Program/Service Objectives and Outcomes -

This contract provides for the local temporary placement of youth who are remanded by Family Court under a PINS warrant, JD warrant, or those placed by a Peace Officer until a permanent placement is determined.

3). Program Design and Staffing Level - A Non-Secure facility that provides 24 hour supervision and care.

Total Funding Requested: \$ 357.08 per bed/per day for reserved bed for a total of \$130,334.20
Additional \$ 498.12 per bed/per day for un-reserved bed, as needed

***NOTE-Should the need arise for more than one bed on any given day the cost could exceed the listed expense.**

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

Proposed Funding Source (Federal \$ /State \$ / County \$):

- **State** 49 % \$63,863.76
- **County** 51 % \$66,470.44

Cost Per Client Served:

Past performance Served: The department has utilized this contractor since 2003. The Department paid this provider \$150,258.98 from December 1, 2016 through November 30, 2017 for non-secure detention services.

O.C. Department Staff Comments: The Department is satisfied with the service provided by this agency.

AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2018, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at 800 Park Avenue, Utica, New York 13501, through its **DEPARTMENT OF SOCIAL SERVICES**, hereinafter collectively referred to as the “County,” and Elmcrest Children’s Center, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with offices at 960 Salt Springs Road, Syracuse, New York, an operator of a non-secure detention facility called “Skeele Valley Non-Secure Detention Group Home,” certified by the New York State Office of Children and Family Services, hereinafter collectively referred to as “Elmcrest.”

WITNESSETH;

IN CONSIDERATION of the promises, covenants and agreements contained herein, the parties agree as follows:

I. TERM

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2018.
2. This Agreement may be negotiated annually and the County shall provide notice to Elmcrest of its intention to renew prior to the end of the Agreement term.

II. SCOPE OF SERVICES

1. The County shall reserve one (1) non-secure detention bed with Elmcrest.
2. Services to be provided by Elmcrest are as outlined in the program narrative (Exhibit A) attached to this Agreement and incorporated herein.

3. Each child continued in care at the Skeele Non-Secure Detention facility for more than three (3) days shall have a complete physical examination by a physician/nurse practitioner supplied by Elmcrest. Should a medical concern or crisis arise regarding any new or pre-existing condition, every attempt shall be made to triage with the respective physician. Due to the limited nature of the non-secure detention program, Elmcrest cannot take responsibility for treating pre-existing regimens. In these cases, Elmcrest shall work with the child's physician to ensure minimal disruption in treatment. The cost of all follow-up medical care is the responsibility of the child's parent/guardian. All attempts shall be made to obtain insurance information upon the child's admission. Should no insurance exist and the child requires medical intervention, the County shall assume responsibility. At the request of the County, Elmcrest shall front the cost and bill the County for the medical and transportation charges.
4. Elmcrest reserves the right to deny a referral or discharge a child from non-secure detention if the child is considered a significant risk to himself/herself, others or the community. In cases where this becomes necessary, Elmcrest shall provide the County a written statement regarding the child's risk potential and the factors which preclude the non-secure detention program from maintaining a reasonable level of safety should the child reside in the facility.
5. Except where shorter time periods are mandated by regulation or statute, no youth shall be kept in continuous non-secure detention care beyond forty-five (45) days from the date of admission, except where release of a youth would violate a court order.

III. PERFORMANCE OF SERVICES

1. Elmcrest represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. Elmcrest shall use its best efforts to perform the services such that the results are satisfactory to the County. Elmcrest 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. Elmcrest may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as it deems necessary to perform the services (collectively, the "Assistants"). Elmcrest 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.

IV. RECORD KEEPING AND REPORTING

1. Elmcrest must maintain financial records in a manner satisfactory both to the County and to any potential audit. Elmcrest must maintain financial records and supporting data for a period of six (6) years from time of billing.
2. The County reserves the right to audit said financial records at Elmcrest at any time it so desires during normal working hours.
3. Elmcrest and the County shall comply with Section 372(4) of the Social Services Law with respect to confidentiality of client information and records. The County and Elmcrest shall also comply with New York State Juvenile Detention Facilities Regulations (Title 9 NYCRR part 180).

4. Elmcrest shall provide an itemized line item working budget for the following year in a form approved by the County to the Commissioner of Social Services. This is to include a projected per diem rate for the next year. Supporting schedules must be attached detailing job titles and salaries and any other line item that might be required by the County.

V. PAYMENT FOR SERVICES

1. The County shall pay Elmcrest one month's reservation fee for each bed reserved upon submission of a County voucher following the month of service in accordance with the rate set forth in Exhibit B. Elmcrest shall submit to the County quarterly reports consisting of budget line items with actual expenses for the months and year-to-date.
2. Nothing shall be billed to the County that is not also billed to other counties entering into a contract with Elmcrest. This includes transportation, medical expenditures, clothing, etc. In accordance with Elmcrest's policy toward other counties, the County shall be responsible for the transport of County youth to and from Elmcrest for court appearances, court-ordered services, pre-placement visits, and professional consultations.
3. The Agreement per diem rate for the 2018 year is \$357.08. Therefore, the County shall pay \$130,334.20 for the use of its one (1) reserved bed during the term of this Agreement (365 days). This is the maximum cost that shall be charged to the County for its reserved bed. Should the County exceed its maximum number of reserved beds for a particular month, the excess utilization is considered to be on a borrowed bed basis. This use shall meet all criteria of non-contracting counties use of beds except that the County shall benefit from a reduced per diem rate. This 'excess utilization' rate for the term of this Agreement shall be the non-contract per diem rate minus ten percent (-10 %). Resulting in a reduced excess utilization rate of \$498.12.

VI. INSURANCE AND INDEMNIFICATION

1. Elmcrest shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

ii. Abuse and molestation coverage must be included.

iii. Oneida County 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.

B. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

C. Automobile Liability

- i. Business Auto Liability with limits of at least \$1,000,000 each accident.
- ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Oneida County shall be included as additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

D. Commercial Umbrella

- i. Umbrella limits must be at least \$5,000,000.
- ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

E. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- i. Coverage for abuse and molestation.

2. Waiver of Subrogation: Elmcrest 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 or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, Elmcrest 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 Elmcrest's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
4. To the fullest extent permitted by applicable law, Elmcrest (the "Indemnifying Party") shall indemnify and hold harmless, and at Oneida County's option, defend, Oneida County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Elmcrest's authorized personnel) arising out of or in connection with the exercise by Elmcrest or any of Elmcrest'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.

VII. 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.

VIII. TERMINATION

This Agreement is subject to cancellation in the event of non-reimbursement by the New York State Office of Family and Children's Services; and is also subject to cancellation upon thirty (30) days prior written notice from one party to the other.

IX. ENTIRE AGREEMENT

1. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. 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.
2. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

X. ADVICE OF COUNSEL

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

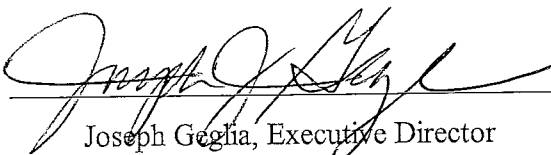
Oneida County

Dated: _____ by: _____
Anthony J. Picente, Jr., County Executive

Department of Social Services

Dated: _____ by: _____
Colleen Fahy-Box, Interim Commissioner

Elmcrest Children's Center, Inc.

Dated: 3-1-2018 by: 
Joseph Geglia, Executive Director

Approved:

Maryangela Scalzo Assistant County Attorney

Exhibit A

**Program Statement
Elmcrest Children's Center
Non-secure Detention Program
Brief Overview**

1/1/18– 12/31/2018

Elmcrest Children's Center, Inc. will administer and manage the non-secure detention services at its 100-acre Skeelee Valley site on Jones Road in the town of Fabius, New York.

Youth will be remanded to detention by the courts if the judge has reason to believe that the youngster will not re-appear in court as ordered or that remaining at home is not in the best interest of the child or his/her family. Children may be admitted to the detention center directly by legally authorized persons after approval by the County's designated intake official and Elmcrest's Admissions Department. Elmcrest reserves the right to deny a referral or discharge a child if it is deemed that the child presents a significant risk to himself/herself, others or the community. Goals of the program are to provide highly structured supervision of children in custody ensuring that he/she appears in court as ordered.

While in care, each child will receive a full complement of services including educational, medical and emotional support and counseling. Staffing for the program will include the program director, supervisors, social worker/caseworker, childcare workers, teacher, program support, cook, and nurse practitioner. Elmcrest Children's Center, Inc. will provide all other administrative supports. The overall program will be highly structured and supervised 24-hours per day, including overnight awake staff.

The population served by the center will include boys and girls between the ages of 7 & 20 awaiting adjudication as Persons In Need of Supervision (PINS), Juvenile Delinquents (JD), or as runaways awaiting return to another jurisdiction. Counties served will include but not be limited to Madison, Cortland, Oneida and Onondaga Counties. The total capacity that can be served at Skeelee Valley Non-Secure Detention Group Home at any time is 10 children. The facility is set up in a way that, depending on the demographics and the needs of the residents can split the residents between having up to 8 children upstairs and up to 6 children downstairs.

Elmcrest Children's Center, Inc. will ensure that all staff are trained and current CPR, First Aid and Therapeutic Crisis Intervention. Additionally, all staff will receive periodic and ongoing

training in supervision and management of children with behavioral challenges. Staff meetings are held biweekly and evaluation of staff and programs occur on an annual basis.

**SKEELE VALLEY NON-SECURE DETENTION GROUP HOME
DIVISION OF ELMCREST CHILDREN'S CENTER**

**2018 Billing System
Protocol's for borrowed bed procedures / reserved bed status
1/1/2018 - 12/31/2018**

I. Steps for Monthly Billing for Non-Secure Detention:

A. Contract Per Diem Rate:

The cost of reserving one bed for 1 day is called the contract county per diem rate. It is established by Elmcrest Children's Center, Inc. by taking the actual budget, (*Exhibit C*), and dividing it by the total number of beds available for the year, (10) X (365) days. The rate for the 1/1/2018 - 12/31/2018 is \$357.08.

B. Contract County Base Cost for Month:

Each contract county has a base cost for the month: # contract beds X # days X rate = base cost. Ex.: County A contracts for 1 bed X 31 days X \$357.08 = \$11,069.48.

C. Contract County Use of Additional Non-Secure Detention Beds:

1. Additional utilization for a particular month, above the number of beds available by contract, is considered "Excess Utilization" and will be billed to the County separately and in addition to from the basic contract cost.

2. A contract county using excess beds will be billed at reduced rate of non-contract rate minus ten percent, (- 10%). For the period 1/1/2018 – 12/31/2018 the resulting 'excess utilization' per diem rate works out as follows: non-contract per diem rate, \$553.47 X -10 % = \$498.12 rate per day for the calendar month in which the county exceeds the maximum number of days that are reserved by contract.

3. When using excess beds, the county is using beds on an available basis and cannot bump residents from another county in order to admit a child that would be considered excess utilization. Note: Should the facility be at capacity, it is a possibility that contract counties could have a child in excess bed bumped by a contract county who needs to use one of their contracted beds.

D. Non-Contracted Bed Use:

1. Beds that are not under contract will be available to any county needing such a bed on a first come / first served basis whether the county has contracted to reserve a bed(s) or not.
2. These non-contracted beds are owned by the Elmcrest Children's Center, Inc. and therefore another county, including a contract county, cannot bump children admitted to these beds.
3. Should a contract county need one of the beds they have under contract when the facility is at capacity the child that will be bumped will be that child staying in the bed assigned to that county. (Could result in a contract county using an "excess bed" having that child bumped.)

E. Note: Elmcrest Children's Center, Inc. will be solely responsible for any amount of Net Income from borrowed bed basis resulting in a loss.

F. Non-Contracting County Per Diem Rate / Establishing a Borrowed Bed Rate:

The established borrowed bed per diem rate for non-contracting county use is based on 155%, (based on expected utilization rate of 55%), of the budgeted per diem charged to the contracting counties. Therefore, the borrowed bed rate for the year 1/1/2018 through 12/31/2018 will be \$553.47. (Budget per diem rate \$357.08 X 155% = \$553.47)

G. Contracted Bed Bumping Rights:

By contracting for beds the county is reserving a set number of beds for its exclusive use over the course of the contract period. The contract county has the right to bump a child from their contracted bed whenever they may need to use it; this is known as "bumping rights."

H. Record Keeping:

Elmcrest Children's Center, Inc. will keep daily, monthly and annual records to show the number of beds used by each contracting and non-contracting county.

ELMCREST CHILDREN'S CENTER, INC.
NON-SECURE DETENTION
2018 ANNUALIZED EXPENSES - BUDGETED CAPACITY 10 CHILDREN

	% of Time	
PROGRAM REVENUE		1,111,400
BREAKFAST/LUNCH INCOME		13,600
TOTAL INCOME		
1,125,000		
*****SALARIES*****		
ADMINISTRATIVE:		
Program Director	20%	9,620
Administrative Allocation	4.5%	38,200
		47,820
SOCIAL SERVICE:		
Case Aide	100%	38,200
		38,200
CHILD CARE:		
Program Supervisor	100%	47,400
Shift Supervisors - 1 fte	100%	36,500
Rec Coordinator - 1 fte	100%	36,500
Youth Development Workers - 8 ftes &OT	100%	355,700
Teacher - 30 hours/week	100%	39,700
		515,800
MEDICAL:		
Nurse Practitioner	10%	6,500
Nursing Staff	2%	2,920
		9,420
CHILD SUPPORT:		
Cook	100%	
38,875		
Child Support Allocation	9.3%	14,300
		53,175
MAINTENANCE:		
Maintenance Allocation	8%	33,411
		33,411
FRINGES & TAXES at 28.5%		198,874

TOTAL SALARY, FRINGES & TAX	896,700
OTHER EXPENSES:	
TRANSPORTATION & WORKERS EXPENSE	5,850
CHILDREN'S ACTIVITIES/RECREATION	7,200
RELATED SCHOOL EXPENSE	2,400
PURCHASE OF HEALTH SERVICES - PHYSICIAN	16,500
PURCHASE OF HEALTH SERVICES - OTHER	9,800
PURCHASE OF SERVICES - SECURITY	24,000
FOOD	32,400
CLOTHING EXPENSE	4,800
BEDDING/LINEN	2,200
SUPPLIES/SM EQUIPMENT/FURNITURE	18,400
RENT- EQUIPMENT	
3,600	
UTILITIES	19,400
REPAIRS & MAINTENANCE - PLANT	14,200
REPAIRS & MAINTENANCE - EQUIPMENT	5,400
REPAIRS & MAINTENANCE - VEHICLES	12,300
TELEPHONE	7,900
POSTAGE	600
DUES/LICENSES/PERMITS	1,800
OFFICE SUPPLIES	4,700
SUBSCRIPTIONS/PUBLICATIONS	450
CONFERENCE EXPENSE	1,200
ADMINISTRATIVE EXPENSE	5,400
NEWSPAPER ADVERTISEMENTS	400
AUDIT & LEGAL FEES	2,600
INSURANCE	12,400
USE CHARGE PLANT	5,700
USE CHARGE EQUIPMENT	1,300
USE CHARGE VEHICLES	5,400
SUB TOTAL	228,300
TOTAL EXPENSES	1,125,000
TOTAL INCOME	1,125,000
SURPLUS	(0)
CONTRACT RATE PER BED	357.08

NON-CONTRACTED RATE AT 155%	553.47
CONTRACTED EXCESS RATE AT 10% DISCOUNT	498.12

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 of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants of, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The

Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant

damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the

subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency

- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the 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 other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt

therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not

paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights

Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor 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.

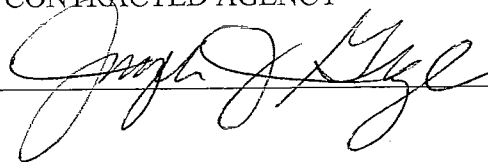
This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, 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.

Elmcrest Children's Center
960 Salt Springs Rd.
Syracuse, NY 13224

NAME OF CONTRACTED AGENCY

 2/27/18

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Joseph J. Gye 3-1-2018
SIGNATURE DATE

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2018 between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, and thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to an employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Workers' Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as

possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the

purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher

tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

FN 20 18-124

April 6, 2018

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear County Executive Picente:

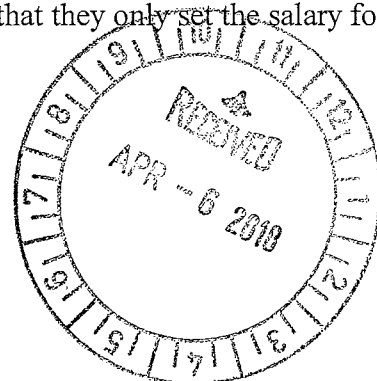
I have attached the job specification for the title of Caseworker Assistant. I have added the title to the Oneida County Classification Plan, and I am recommending the salary for this title be set at Grade 19W Step 2 at \$28,603. I am not requesting any positions be created at this time. The Department of Social Services plans to reclassify current positions to this title based on need.

The Department of Social Services has expressed difficulty in recruiting and retaining casework staff. This position has the potential to assist the casework staff in the performance of their duties by giving a lower title person the ability to conduct some of the functions of a Caseworker that do not necessitate the level of training required of a Caseworker. It is also hoped that this position will support recruitment by establishing a lower title in the casework series that would interest those with an Associate's level of education. It would also allow some of the Community Services Workers opportunity for advancement.

Please forward this letter to the Board of Legislators and ask that they only set the salary for the title Caseworker Assistant at Grade 19W Step 2 at \$28,603.

Sincerely,

John P. Talerico
Commissioner of Personnel



Copy: Colleen Fahy-Box, Interim Commissioner of Social Services
County Attorney
Budget

Reviewed and Approved for submission to the
Oneida County Board of Legislators

Date: 4-6-18

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Paraprofessional
Adopted: 04/05/2018
Approved by NYS OTDA: XX/XX/XXXX

CASEWORKER ASSISTANT

DISTINGUISHING FEATURES OF THE CLASS: This is a paraprofessional position supporting the work of Caseworkers, Senior Caseworkers and other professional staff. The Caseworker Assistant is responsible for performing some of the services, which help individuals or families with their economic, emotional, social or environmental, needs as part of their plan of care. Duties also include performance of a variety of clerical, financial and related office tasks. A Caseworker Assistant has moderate autonomy and works under the direct supervision of a higher-level staff member. Supervision of others is not normally a function of this class. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

- Provides information to individuals or groups concerning services offered by the Department, as well as other public and private agencies;
- Assists in the gathering of background information on the need for services from individuals and families;
- Assists clients in completing necessary forms and in obtaining eligibility information; e.g., proof of births, deaths and marriages;
- Assists clients in recognizing conditions that contribute to their social problems and make efforts toward correcting these conditions;
- Institutions in order to insure maintenance of accurate accounts and auditable records;
- Maintains on-going phone and face to face contacts with represented individuals to disperse funds, discuss issues of concern for the client or the agency, and to resolve difficulties;
- Maintains paper and/or electronic records of all transactions on accounts;
- Maintains regular contact with casework staff regarding payee clients and changes financial arrangements with client and/or vendors based on continually updated plan of care;
- Helps to plan with parents, relatives, and others for the care of individuals, children and families;
- Maintains case files as needed, and prepares a variety of reports, summaries, applications and re-applications for service;
- Assist clients in dealing with issues of finance, budgeting, housing, other public benefits and income supports;
- Performs computer inquiries to retrieve client information;
- Completes routine paperwork to open cases for services;
- Adds and deletes payment lines on Services Authorization;
- Identifies the need for services through in-depth discussions with clients;
- Serves as liaison with various individual agencies to which individuals and families can be referred for services;
- Reviews existing case records for available information to use in formulating a plan of treatment;
- Carries out plans to meet the needs of the individual or family and routinely reviews progress/deficiencies with supervisors;

continued...

TYPICAL WORK ACTIVITIES (cont'd):

Works closely with other staff to carry out the plan for services including providing transportation as needed;
May be responsible for components of case processing in other program areas (In DSS, these program areas may include Foster Care, CPS or Adult Services);
May arrange transportation, transport clients when needed, or may supervise parent/child visits;
May make home visits to follow up on broken appointments or gather routine information;
May be responsible for serving as a liaison with DSS, the DSS Accounting unit, Social Security Administration, and/or Financial.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of Social Services or Mental Health laws regulations and programs; good knowledge of community programs and resources; ability to maintain successful relationships with a wide range of people, including those with physical, developmental, substance abuse and mental health problems; ability to prepare and maintain records and reports; ability to utilize computer programs such as Excel; ability to maintain complete and accurate records and meet multiple and changing deadlines; ability to maintain tact, courtesy and sensitivity to individual's needs in person and on the phone and in the face of difficult behavior.

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree, including or supplemented with six (6) credit hours in social work or a closely related field; **OR**
- (B) Graduation from high school or possession of a high school equivalency diploma, **AND** two (2) years of full-time experience in human services involving substantial face-to-face contact with clients.

SPECIAL REQUIREMENTS:

1. Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.
2. Statewide Central Register (SCR), per Section 424-a of the Social Services Law, and Staff Exclusion List (SEL), per Section 495 of the Social Services Law, background checks are required prior to appointment.

Adopted: 04/05/2018

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Interim Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

To: John Talerico
From: Colleen Fahy-Box *CFB*
Date: March 28, 2018
Re: Casework Assistant justification

As you are aware DSS has had difficulty recruiting and retaining casework staff. In an effort to promote recruitment and retention of caseworkers the Department is looking at utilizing a position such as a caseworker assistant. It is believed this position could assist the casework staff in the performance of their duties by having a lower title person able to conduct some of the functions and contacts required by regulation and policy that do not necessitate the level of training of a caseworker. It is also hoped this will support recruitment by establishing a lower title in the casework series that would interest those with an Associates level of education. Mohawk Valley Community College has degrees within the Human Services related fields and this might be a mechanism to attract people locally interested in child welfare work but lacking a Bachelor level degree. It also would allow some of the community service workers opportunity for advancement.

I appreciate your considering this request and all the Personnel Departments assistance in the past few months to resolve some of the issues related to casework vacancies.

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

March 27, 2018

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

FN 20

12-125

HEALTH & HUMAN SERVICES

Dear County Executive Picente,

WAYS & MEANS

Oneida County received a \$2,000,000.00 grant from New York State for renovation of the Oneida County Health Clinic located at 406 Elizabeth Street, Utica. Oneida County has provided an additional \$200,000.00 for expenses that may not be eligible for reimbursement.

On November 8, 2017 the Oneida County Board of Acquisition & Contract accepted a proposal from C&S Companies in the amount of \$160,000.00, plus asbestos abatement project monitoring and on-site representation expenses, for professional consulting services associated with renovation of the Oneida County Health Clinic. These costs are reimbursable and can be recovered from the state grant funds.

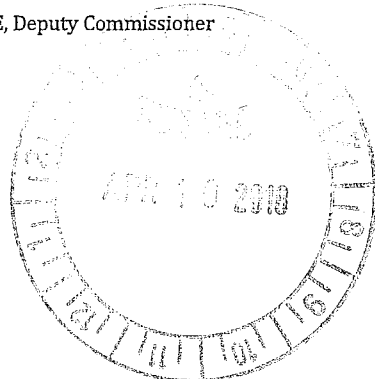
Please consider the enclosed contract at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



Reviewed & Submitted
[Signature]
4-10-18

Oneida Co. Department: Public Works

Competing Proposal
Only Respondent
Sole Source RFP
Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: 12/27/2017 - 12/31/2019

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County received a \$2,000,000.00 grant from New York State for renovation of the Oneida County Health Clinic located at 406 Elizabeth Street, Utica. Oneida County has provided an additional \$200,000.00 for expenses that may not be eligible for reimbursement.

On November 8, 2017 the Oneida County Board of Acquisition & Contract accepted a proposal from C&S Companies in the amount of \$160,000.00, plus asbestos abatement project monitoring and on-site representation expenses, for professional consulting services associated with renovation of the Oneida County Health Clinic. These costs are reimbursable and can be recovered from the state grant funds.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$160,000.00+ **Account #:** H-520

Oneida County Dept. Funding Recommendation: \$160,000.00+

Proposed Funding Sources (Federal \$/ State \$/County \$): \$160,000.00+ (State)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of January in the year Two Thousand Eighteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Oneida County
800 Park Avenue
Utica, NY 13501

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

C&S Engineers, General Corporation
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
Telephone Number: (315) 455-2000
Fax Number: (315) 455-9667

for the following Project:
(Name, location and detailed description)

2018 Health Clinic Renovation
235 Elizabeth St., Utica, NY 13501
Health Clinic Renovation

The Owner and Architect (each a "party" and collectively the "parties") agree as follows.

Init.

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User Notes:

(3B9ADA35)

July 2018 Certificate of Need Review by New York State Department of Health
August 2018 - September 2018 Design Development
October 2018 - November 2018 Construction Documents
December 2018 - February 2019 Bidding/Award/Owner Move
March 2019 - November 2019 Construction
December 2019 Owner Move/Occupy

.2 Construction commencement date:

March 4, 2019

.3 Substantial Completion date or dates:

November 30, 2019

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid compliant with New York State Law.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mark E. Laramie, P.E.
5999 Judd Road
Oriskany, NY 13424
Telephone Number: (315) 793-6236
Fax Number: (315) 768-6299

Email Address: mlaramie@ocgov.net

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

New York State Department of State
New York State Department of Health

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

Exhibit A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall ~~maintain~~ maintain, at its own expense, the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than Two ~~One~~ Million Dollars (2,000,000 ~~\$ 1,000,000~~) for each occurrence and ~~Three~~ Two Million Dollars (2,000,000 ~~\$ 3,000,000~~) in the aggregate for bodily injury and property damage. 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. EWA

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

Init.

- 4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- 2 organizing and participating in selection interviews with prospective contractors;
- 3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as modified by Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or

Init.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Init.

§ 4.1.1.32 Asbestos Abatement Project Monitoring	Architect
Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As designed record drawings	
§ 4.1.1.16 As constructed record drawings	
§ 4.1.1.17 Post occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

* Included in the Stipulated Sum for Basic Services

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Exhibit A

Init.

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

Init.

and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors ~~and owners~~ of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a ~~nonexclusive~~ exclusive license to use the Architect's Instruments of Service ~~solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive Service. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement.~~ The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, ~~solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction located in Oneida County, New York

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

Init.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 ~~The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. In compliance with New York General Municipal Law Section 109, the Architect agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the Owner.~~

§ 10.4 ~~If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.~~~~Deleted~~

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, previously unknown hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by ~~law, arbitrator's order, law~~ or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§10.10 Independent Contractor Status

§10.10.1 For the purposes of this paragraph, the term "Independent Contractor" shall include the Architect, and any and all of its consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an

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.1 Stipulated Sum
(Insert amount)

\$160,000.00

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

For all items, excluding On-Site Project Representation and Asbestos Abatement Project Monitoring, Compensation included in Stipulated Sum for Basic Services.

Payment for On-Site Project Representation and Asbestos Abatement Project Monitoring shall be made on a time and materials basis and in accordance with hourly rates established in Exhibit B and Exhibit C.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional services shall be mutually agreed upon by contract amendment, and shall be paid at the hourly rate(s) stated in this Agreement and the Exhibits.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>fifteen</u>	percent (<u>15</u>)	%)
Design Development Phase	<u>twenty</u>	percent (<u>20</u>)	%)
Construction Documents Phase	<u>forty</u>	percent (<u>40</u>)	%)
Procurement Phase	<u>five</u>	percent (<u>5</u>)	%)
Construction Phase	<u>fifteen</u>	percent (<u>15</u>)	%)
<u>As-Constructed Record Drawings</u>	<u>five</u>	percent (<u>5</u>)	%)
Total Basic Compensation	one hundred	percent	100)	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

0 %

~~**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

~~**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Exhibit D, Addendum – Standard Oneida County Conditions

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Deleted~~

(Insert the date of the E203–2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 13:56:14 on 03/14/2018 under Order No. 6276099998 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

AIA Document B207™ – 2017

Standard Form of Architect's Services: On-Site Project Representation

for the following PROJECT:

(Name and location or address)

2018 Health Clinic Renovation
235 Elizabeth St., Utica, NY 13501

THE OWNER:

(Name, legal status and address)

Oneida County
800 Park Avenue
Utica, NY 13501

THE ARCHITECT:

(Name, legal status and address)

C&S Engineers, General Corporation
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the Seventeenth day of January in the year Two Thousand Eighteen.

(In words, indicate day, month, and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ON-SITE PROJECT REPRESENTATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions that will affect the Architect's performance.)

Exhibit A

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document must be used with an owner-architect agreement where the architect provides construction administration services. This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.

§ 2.11 The On-Site Project Representative(s) shall periodically review documents and samples the Contractor is required to maintain at the site, and the Architect shall notify the Owner of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.12 The On-Site Project Representative(s) shall keep a written log of activities that occur at the Project site for each day that the On-Site Project Representative(s) is present at the site. The daily logs will capture the information necessary to create the monthly progress reports required in Section 2.13, and shall include a record of:

- .1 the nature and location of Work being performed;
- .2 weather conditions;
- .3 meetings attended;
- .4 conditions that may delay the Project;
- .5 the status of the construction schedule;
- .6 tests and inspections performed; and
- .7 other:

(List other items the On-Site Project Representative shall include in the daily logs.)

§ 2.13 On a monthly basis, or as otherwise agreed to between the Architect and Owner, the On-Site Project Representative(s) shall submit written progress reports to the Owner, which include the following:

- .1 a summary of Work completed for the period;
- .2 a status report regarding the Project schedule;
- .3 a copy of the current submittal schedule and a status report regarding submittals, including a summary of those remaining and outstanding;
- .4 status reports for requests for information, Change Orders, minor changes in the Work, and Construction Change Directives;
- .5 a summary of tests and inspections performed for the period;
- .6 a status report of nonconforming and rejected Work;
- .7 a copy of daily logs for the period;
- .8 a summary of Contractor Applications for Payment and the Architect or On-Site Project Representative's action on each;
- .9 a status report of known activities pertaining to governmental or other authorities having jurisdiction over the Project;
- .10 a summary of off-site observations, if any, including materials and equipment stored or fabricated off-site;
- .11 representative photographs of the Work; and
- .12 other:

§ 2.14 Other On-Site Project Representation Services:

(Describe other On-Site Project Representation Services provided by the Architect.)

ARTICLE 3 ADDITIONAL SERVICES

Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the On-Site Project Representative(s) or the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide an office at the Project site for the On-Site Project Representative's use, which includes utilities, internet access, access to restroom facilities, parking, heating, air conditioning, and ventilation.

The Owner shall provide furnishings and office equipment as follows:

(List furniture, computers, printers, etc.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 13:56:29 on 03/14/2018 under Order No. 6276099998 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B207™ - 2017, Standard Form of Architect's Services: On-Site Project Representation, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

AIA[®] Document B253[™] – 2007

Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design

for the following **PROJECT:**
(Name and location or address)

2018 Health Clinic Renovation
235 Elizabeth St., Utica, NY 13501

THE OWNER:
(Name, legal status and address)

Oneida County
800 Park Avenue
Utica, NY 13501

THE ARCHITECT:
(Name, legal status and address)

C&S Engineers, General Corporation
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Seventeenth day of January in the year Two Thousand Eighteen .
(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 FURNITURE, FURNISHINGS AND EQUIPMENT SERVICES**
- 3 ADDITIONAL SERVICES**
- 4 OWNER'S RESPONSIBILITIES**
- 5 COMPENSATION**
- 6 SPECIAL TERMS AND CONDITIONS**

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions, that will affect the Architect's performance.)

Exhibit A

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802[™]-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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§ 2.7.2 The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

§ 2.7.3 The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

§ 2.8 CONTRACT DOCUMENTS PHASE SERVICES

§ 2.8.1 Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.

§ 2.8.2 The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.

§ 2.9 QUOTATION PHASE SERVICES

§ 2.9.1 The Architect shall assist the Owner in establishing a list of proposed vendors for furniture, furnishings and equipment.

§ 2.9.2 The Architect shall assist the Owner in obtaining quotations for furniture, furnishings and equipment.

§ 2.9.3 The Architect shall prepare written responses to questions from vendors preparing quotations and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 2.9.4 The Architect shall assist the Owner in the review of quotations including conformance with the design concept expressed in the Contract Documents.

§ 2.9.5 Quotation Documents include the Quotation Requirements and the proposed Contract Documents.

§ 2.9.6 The Architect shall assist the Owner in awarding and preparing agreements with vendors.

§ 2.9.7 If the Owner and Architect agree that the Architect will purchase furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such additional services shall be set forth in a separate agreement.

§ 2.10 FURNITURE, FURNISHINGS AND EQUIPMENT CONTRACT ADMINISTRATION PHASE SERVICES

§ 2.10.1 The Architect shall provide administration of the contracts for furniture, furnishings and equipment only as set forth below and in AIA Document A251™-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment.

§ 2.10.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.

§ 2.10.3 The Architect shall review and approve or take other appropriate action upon a Vendor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 2.10.4 As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.

§ 2.10.5 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture, furnishings and equipment.

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§ 4.2 The Owner shall be responsible for the relocation or removal of existing furniture, furnishings and equipment, and the contents from the facility, unless specifically designated otherwise in Article 6.

§ 4.3 The Owner shall establish and update an overall budget for the Project, including the Cost of the Work, the Owner's other costs and reasonable contingencies related to all of these costs. The Cost of the Work shall be the total cost including applicable taxes or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. A reasonable allowance for contingencies shall be included for market conditions at the time of quotations and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the costs of financing or other costs that are the responsibility of the Owner.

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Furniture, Furnishings and Equipment Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation included in Lump Sum Fee for Basic Services.

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

§ 5.4 Where compensation for the Architect's services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Insert additional phases as appropriate.)

Programming Phase	percent (%)
Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Contract Documents Phase	percent (%)
Quotation Phase	percent (%)
Furniture, Furnishings and Equipment Contract Administration Phase	percent (%)
<hr/>		
Total Compensation	one hundred percent (100 %)

§ 5.5 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not provided or installed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 5.4 based on (1) the lowest bona fide quotation, or (2) if no such quotation is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed.

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Furniture, Furnishings & Equipment Design, if any, are as follows:

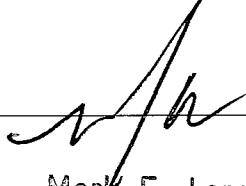
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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 13:55:58 on 03/14/2018 under Order No. 6276099998 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B253™ - 2007, Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)



Mark E. Laramie, P. E.
Deputy Commissioner

(Title)

Division of Engineering
Oneida County D. P. W.

(Dated)

3/27/2018

APPENDIX A
Initial Information

1. The provisions of this Appendix A are incorporated into the Agreement by Article 12 of the Agreement. This Appendix A takes precedence over any conflicting provision of this Agreement and shall survive termination of the Agreement for any cause.

2. The services to be provided by this Architect shall comply with the accepted practice of the appropriate profession. The execution of this Project shall be performed in accordance with applicable Oneida County ("Owner") policies and design criteria.

3. Architect shall have on staff, or as a sub-Architect, a Professional Engineer or Registered Architect recognized by the New York State Education Department.

4. PROJECT DESCRIPTION

4.1. The Oneida County Health Department operates a New York State Department of Health (NYSDOH) certified Article 28 Health Clinic at 406 Elizabeth Street, Utica, NY 13501 (Clinic Facility). The intent of this project is to fully renovate the facility. Non-direct care staff and clinic operations will be temporarily relocated for the duration of construction.

5. SCOPE OF WORK

5.1.1. Fully renovate all interior areas including basement.

5.1.2. Reconfigure all interior areas to provide storage, waiting space, offices, circulation, and exam rooms to accommodate current needs.

5.1.3. Install elevator to serve basement, first floor, and second floor.

5.1.4. Eliminate water infiltration in basement.

5.1.5. Repair/rehabilitate roofing system on upper roof.

5.1.6. Replace roofing system on lower roof.

5.1.7. Provide new furniture and non-medical equipment for all interior areas including exam rooms.

6. SCOPE OF SERVICES

6.1. The Architect shall be required to provide Services necessary for the performance and completion of work noted in this Appendix A herein, including Project Description, Scope of Work and Scope of Services. Services shall be provided in accordance with AIA Document B101-2007 with modifications. Services shall include, but not be limited to, the following:

6.1.1. Plans, specifications, and bid documents shall be prepared in accordance with all applicable rules, regulations, and guidance documents including the following.

APPENDIX A
Initial Information

6.1.14. Prepare, submit application to NYSDOL, and secure approval for required asbestos abatement variances.

6.1.15. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall be performed by a NYSDOL certified project monitor.

6.1.16. Prepare all permit and variance applications and secure all permits and variances.

6.1.17. County shall pay all permit and variance fees.

6.1.18. Consultants work shall be based on and comply with all current and applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority, in all respects.

6.1.19. Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.

6.1.20. Provide construction management and observation services..

7. MISCELANEOUS

7.1. REQUIRED PROVISIONS OF LAW

7.1.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

7.1.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion. In particular the Architect shall fully comply with:

7.1.3. The Architect agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Architect shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any

Exhibit B

On-Site Project Representation Hourly Rate Schedule
C&S Engineers

Construction Manager 2:	\$100.00/hour
Construction Manager 2 overtime:	\$100.00/hour
Administrative Assistant:	\$50.00/hour
Administrative Assistant overtime:	\$75.00/hour

Exhibit C

Health Clinic Renovation
406 Elizabeth Street, Utica, NY

October 6, 2016

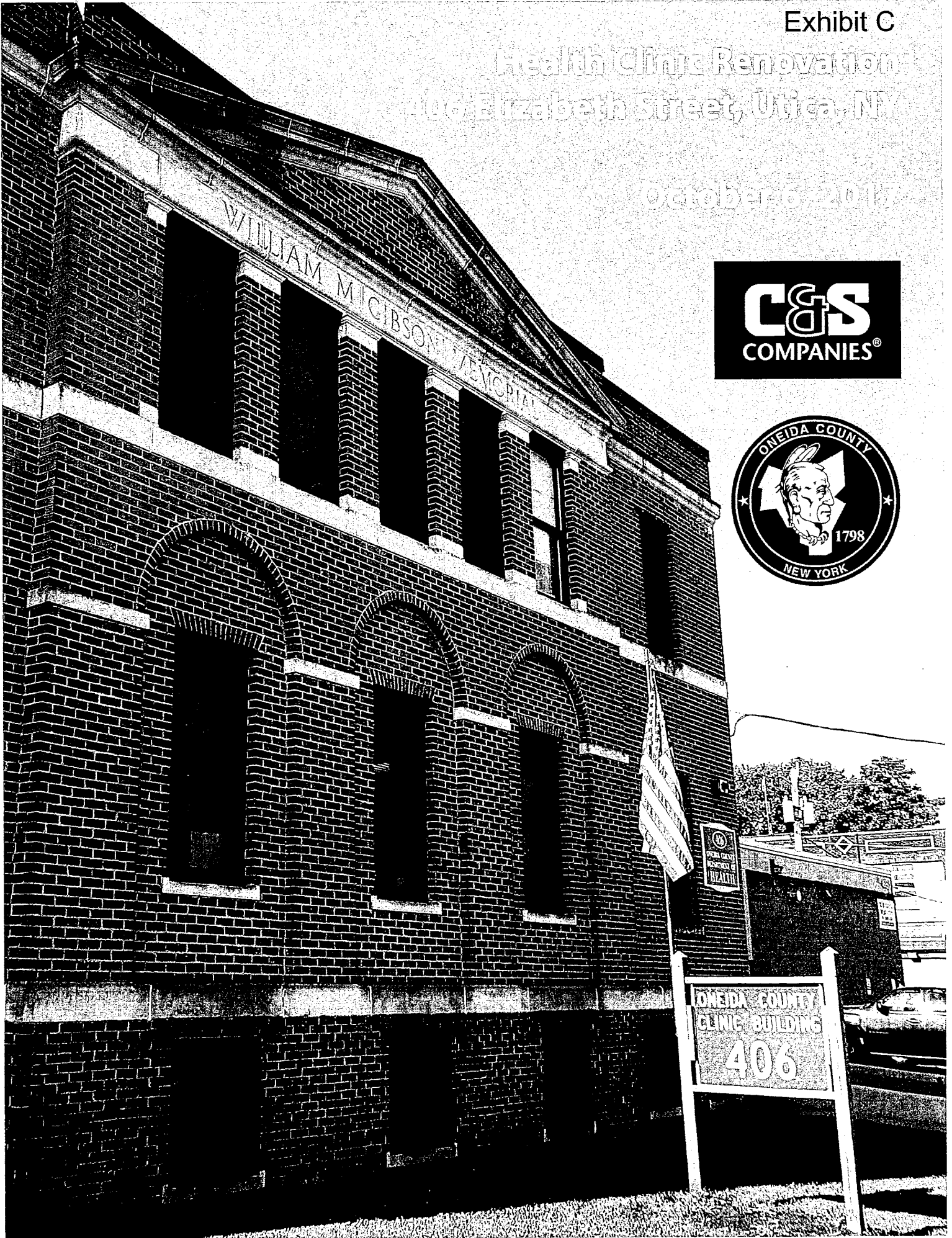




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Section 2 Team Members

Section 3 Understanding and Approach

Section 4 Proposed Project Schedule

Section 5 Fee Proposal

Appendix Required Forms

C&S

*C&S Architects, Engineers and Landscape Architects, PLLC (C&S) is one of the C&S Companies.**

C&S plans, designs, constructs, and maintains the built and natural environment.

**C&S Architects, Engineers, and Landscape Architects, PLLC is our primary architectural practice. However, C&S Engineers, Inc. will be the contracting entity.*





Project	Facility Type	SERVICES		
		New Construction	Renovation / Rehab	Condition Assessment
Catholic Family Center Restart Outpatient Clinic, Rochester, NY	Outpatient		•	
St. Regis Mohawk Health Services Facility Renovation and Addition, Akwesasne, NY	Outpatient	•	•	
Outpatient Behavioral Health at Northeast Med, St. Joseph's Hospital Health Center, Fayetteville, NY	Outpatient		•	
Outpatient Behavioral Health at North Med, St. Joseph's Hospital Health Center, Liverpool, NY	Outpatient		•	
DASNY - OASAS McPike Addiction Treatment Center, Utica, NY	Inpatient		•	•
Landmark Treatment Center Renovation, Utica, NY	Outpatient	•	•	

Most Relevant Project and Reference

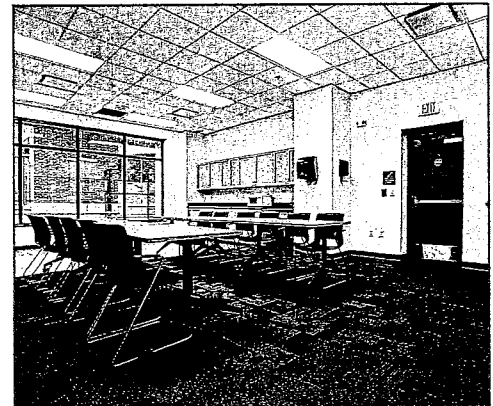
Catholic Family Center – Outpatient Clinic Renovation

Contact: Scott Garceau, (585) 546-7220 ext. 5003

Construction cost: \$7.9 million

Completion date: 2017

Providing full-service architecture and engineering, C&S designed the renovation of a seven-story, 28,000-square-foot building in downtown Rochester, NY, for the Catholic Family Center's Restart Outpatient Clinic. The building includes group and individual counseling spaces, a full commercial kitchen and dining hall, and a lobby reception area.



A three-dimensional model allowed architects and engineers to fully visualize and resolve the paths of new building systems, and gave facility end-users and administrators the ability to envision the end result.

The original building was built around 1927, with a vertical expansion in 1966. Internal construction and building systems were completely demolished, and hazardous materials abated. Modern and energy-efficient systems maximize programmatic functionality and minimize operating costs.

A single elevator was removed, and two new elevators and a new stairwell built that will quickly move the large number of visitors that arrive at certain times each day to the appropriate floor. The building structural system was thoroughly analyzed and modified to accommodate the new shafts.

Key Features
Rehabilitation of vacant downtown office tower for behavioral health clinic.
New elevators and stairs provided.
Three-dimensional visualization of the design.





Other Similar Projects and References

St. Joseph's Hospital Health Center – Vital Access Provider Clinics at North Medical and Northeast Medical Renovations

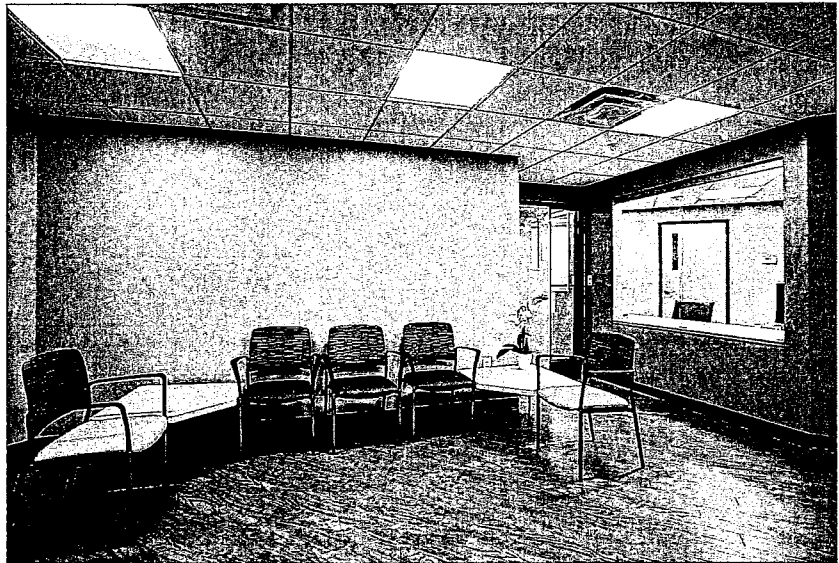
Contact: Greg May, (315) 448-6178

Construction cost: \$630,000

Completion date: 2017

The overall purpose of the Vital Access Provider clinic project is to provide better integration between behavioral health services and primary medical care. Two new outpatient mental health clinics are being located at the North Medical Center in Liverpool, NY and the Northeast Medical Center in Fayetteville, NY. Each behavioral health clinic will be located in facilities with existing primary care practices. C&S is providing full architectural, mechanical, plumbing, electrical, and life safety design services for the clinics and has completed construction documents.

Both of the new clinics are modest in size – 3,620 square feet at North Medical and 2,350 square feet at Northeast Medical – but they were configured to allow for future expansion into adjacent space nearly doubling their initial size. The position of staff areas, reception, and waiting were carefully considered so that they would be centrally located once the clinics expand. The suite at Northeast Medical has the advantage of exterior windows, and the design locates counseling spaces along the windows so clients receive the benefit of daylight and exterior views. Interior finishes are selected to provide a calming residential aesthetic while also being safe, durable, and easy to clean.

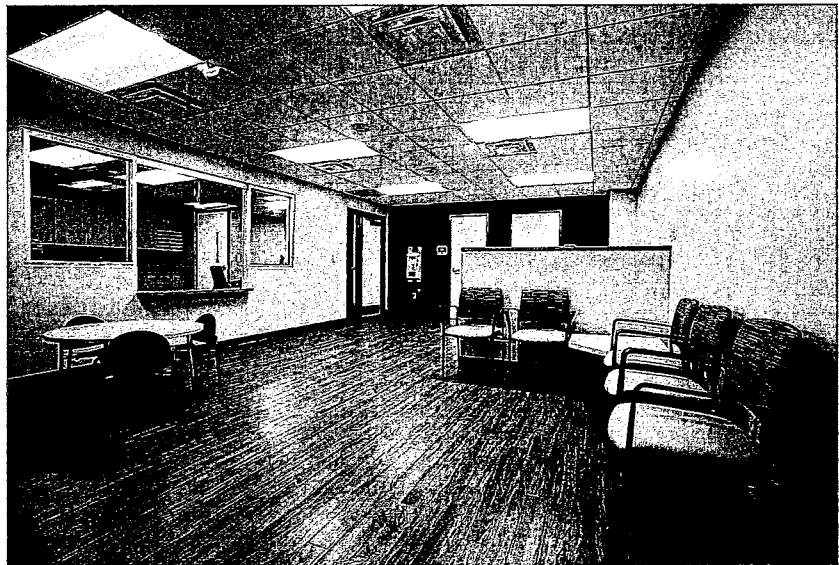


Key Features

Tenant fit out of outpatient mental health clinics at two medical office buildings.

Design allows for future expansion of the clinics.

Three-dimensional visualization of the design.





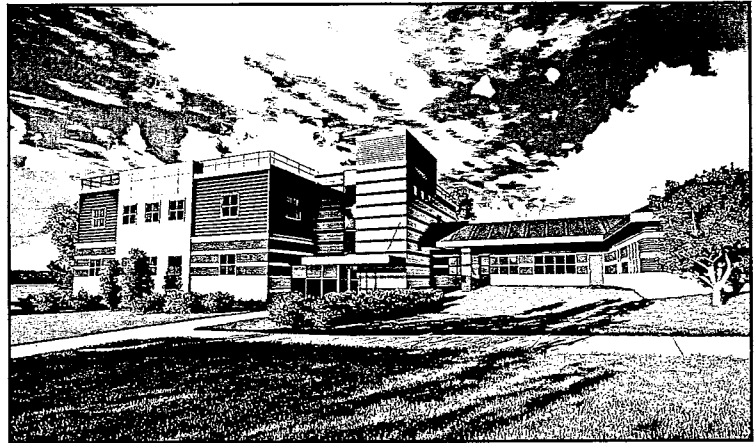
St. Regis Mohawk Tribe—Health Services Facility Renovation and Addition

Contact: Colleen Thomas, (518) 651-9058

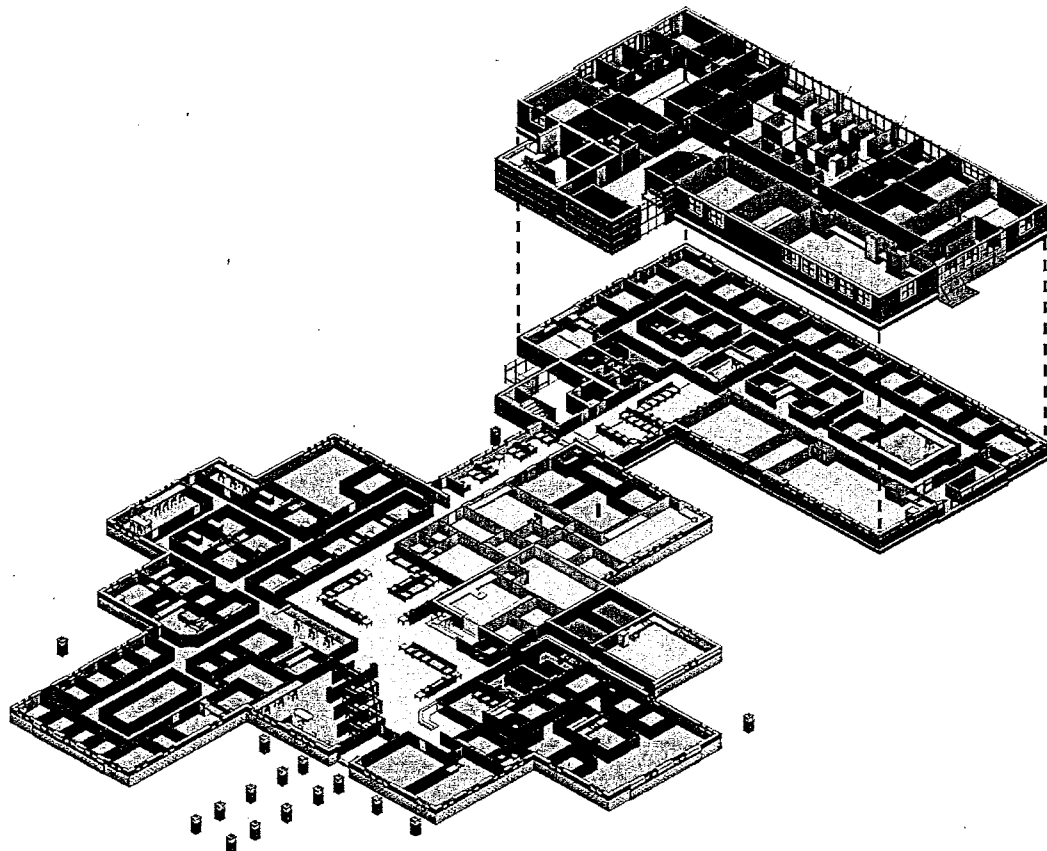
Est. Construction Cost: \$7 million

Completion date: Design complete 2015.
Anticipated construction completion 2019.

C&S is providing full-service architectural, engineering, and site design services for the renovation and expansion of the St. Regis Mohawk Tribe's Health Services Facility. The existing one-story, 20,000-square-foot building houses a full spectrum of outpatient services including: medical primary care, dental, mental health, alcohol/chemical dependence, outreach, nursing program, laboratory, pharmacy, and associated offices for business and administration. Over time the clinics have outgrown the existing space creating crowded conditions, and forcing some programs off-site.



The project includes a new two-story addition of approximately 17,700 square feet, with partial basement, that will house behavioral health clinics, business and administrative offices, and meeting space. Approximately 16,000 square feet of the existing facility will be renovated for the medical clinic, outreach, laboratory, pharmacy, registration, and education. Additional parking, roads, storm drainage, and landscaping will be provided.



Section 2

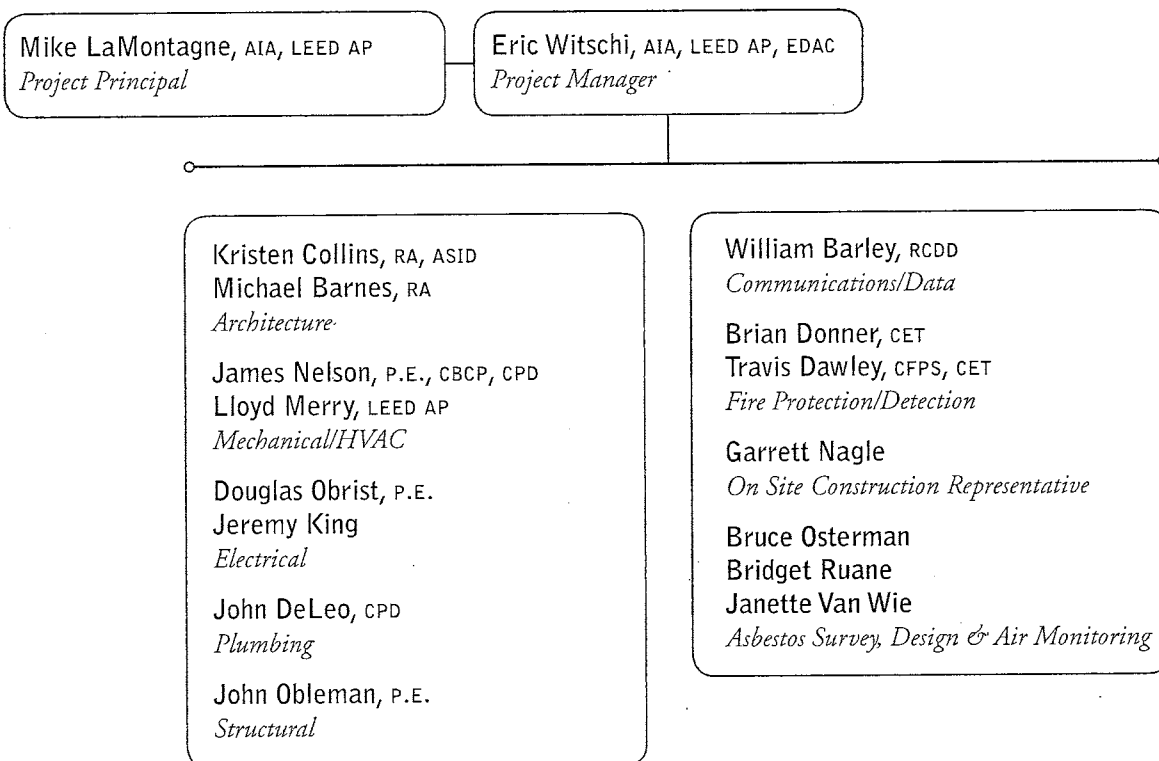
Team Members



For this project, C&S has prepared a team of experienced professionals with a proven track record of successful projects in healthcare settings. Our proven dedication to the quality of architecture and engineering services, and the proactive, client-oriented approach that we employ, makes the C&S team a powerful partner. We have carefully assembled the team outlined on the organizational chart below based on their individual skill sets and the specific needs of your project. The team members are supported by additional engineers and technical staff, allowing us to provide you with exceptional service on multiple assignments while maintaining schedules, budgets, and quality of services. Detailed resumes of the project team can be found at the end of this section.

Organization Chart

- C&S Companies
- Arctic Enterprises





Project Management and Observation

- Eric Witschi, AIA
- Mike LaMontagne, AIA

Professional Engineer/Licensed Architect

- Eric Witschi, AIA
- Mike LaMontagne, AIA
- Kristen Collins, RA
- Michael Barnes, RA
- James Nelson, P.E.
- Doug Obrist, P.E.
- John Obleman, P.E.

Team Workload

As a national firm, C&S has considerable in-house resources that our project manager will be able to leverage throughout this assignment. The experts shown on our organizational chart are just a few of the many engineers, architects, and construction personnel that we have available to meet your needs. With this depth of resources, we are able to successfully complete all projects assigned to us. Our project manager, Eric Witschi, AIA, has several projects that will be complete at the end of this year, and he will have ample time to meet the scheduling needs of this assignment.

Subconsultants

Arctic Enterprises (M/WBE)

Arctic Enterprises, Inc. is a Minority and Woman-Owned Business Enterprise (M/WBE) providing environmental consulting services. Arctic's professional staff have a combined total of more than 25 years of experience and a sound understanding of federal, state and local regulations. They maintain great working relationships with local professionals in order to provide a more diverse range of services to meet clients' project-specific needs. Arctic has provided services for many top quality organizations, including Constellation Energy-Nuclear Generating Stations, Carrier Corporation, Bristol-Myers Squibb, Shell Upstream Americas, Hydro Aluminum, Alcoa, and Bassett Healthcare.

Arctic has provided hazardous materials testing as a sub to C&S on previous assignments, including work at SUNY Upstate's Community Campus.



Emergency Services Addition (Master Plan Implementation Phase 2A), St. Joseph's Hospital Health Center, Syracuse, NY—Project manager for a 3-story addition that includes: 58 bed emergency department, 15 bed observation unit, comprehensive psychiatric emergency program (CPEP), data center, and café. The project also included a two story central kitchen, a two story loading dock/emergency power building, and supporting mechanical space.

Surgical Tower Addition (Master Plan Implementation Phase 2B), St. Joseph's Hospital Health Center, Syracuse, NY—Project manager for a 7-story addition that includes: 15 OR surgical suite (including a hybrid OR with biplane X-ray), central sterile, materials management, 38 bed intensive care unit, and two 36 bed medical/surgical units.

Fresenius Vascular Care Clinic Renovations, Medical Office Centre at St. Joseph's Hospital Health Center, Syracuse, NY—Planning consultant to SJ Thomas Co. Inc., Contractors for the design-build renovations of a 2,850-square foot outpatient vascular surgery suite.

Vertical Expansion (Addition), SUNY Upstate Medical University, Syracuse, NY—Project manager for the local architectural consultant to Karlsberger Architecture. Responsible for code analysis, infection control risk assessment; document production of the exterior envelope; and participated in planning and construction administration. The vertical expansion includes a 252,000 square foot 6-story addition built on top of the existing 5-story East Wing. The addition provides 198 in-patient beds and an interstitial mechanical / support floor that mediates the structural transition between old and new.

Central Square Health Center Building Condition Survey, Oswego County Opportunities, Inc., Fulton, NY—Prepared a building condition evaluation of an existing two story outpatient clinic building in Central Square, NY, and prepared a report for a change of ownership certificate of need.

VA Clinic and Endoscopy Suite Renovations, Massena Memorial Hospital, Massena, NY—Project manager for hospital renovations to create a new VA clinic, and new endoscopy suite.

CT Scanner Suite and X-Ray Room Renovations, Massena Memorial Hospital, Massena, NY—Project manager for renovations of the hospital's existing CT scanner suite and X-ray rooms.

Dialysis Unit Renovations, Massena Memorial Hospital, Massena, NY—Project manager for the design/build conversion of an existing restaurant building into an 8 station dialysis unit.

Emergency Department Addition and First Floor Renovations, Cortland Regional Medical Center, Cortland, NY—Project manager for a one story hospital addition and renovations that includes: emergency department, prompt care clinic, laboratory, radiology, ultrasound, admissions, and volunteer department.

Renovate 5 West for Rehabilitation, Syracuse VA Medical Center, Syracuse, NY—Project manager for renovation of the 5th floor of the West Wing for a new rehabilitation and physical therapy unit.

Emergency Department Addition and Renovations, Jones Memorial Hospital, Wellsville, NY—Project manager for the addition of a new entry vestibule and renovation of the emergency department.

Bassett Hall Elevator Addition, Bassett Healthcare, Cooperstown, NY—Project Manager for design of a 4-story elevator addition to provide handicapped accessibility in the Bassett Hall office building.

Outpatient Hemo Dialysis Unit Implementation, St. Joseph's Hospital, Elmira, NY—Project manager for a 3,300 square foot 16 station chronic renal dialysis extension clinic in the hospital's medical office building.



Education

Bachelor of Architecture,
Catholic University, 2001

AAS Architectural Engineering
Technology, Alfred State
College, 1998

Registration and Certifications

NCIDQ Certified Interior
Designer

Professional Organizations

American Society of Interior
Designers

National Council of Archi-
tectural Registration Boards

Kristen Collins, ASID

Senior Architectural Designer

Kristen is a Senior Architectural Designer with more than 15 years of experience in architectural and interior design, architectural presentation, project management, and construction administration. Kristen's experience includes the following project types: healthcare facilities, retail pharmacies, professional office spaces, entertainment facilities, industrial facilities, educational facilities, historic restorations and residential design.

Experience

Outpatient Behavioral Health at North Med, St. Joseph's Hospital Health Center, Liverpool, NY— Architectural and interior designer for a 3,620 sq. ft. renovation in the North Medical Center to create a new mental health clinic.

Outpatient Behavioral Health at Northeast Med, St. Joseph's Hospital Health Center, Fayetteville, NY— Architectural and interior designer for a 2,350 sq. ft. renovation in the Northeast Medical Center to create a new mental health clinic.

First Floor Family Service Center & Lobby, SUNY Upstate Medical University, Syracuse, NY— Architectural designer for the 11,900 sq. ft. renovation of the hospital's main lobby, elevator lobby, and a portion of the west wing to create a Family Service Center. The Family Service Center includes registration, patient relations, patient experience, medical records release, financial services, volunteer services, parking office, and retail pharmacy.

Dutchess County, County Office Building, Poughkeepsie, NY—Architectural and interior design for renovation of existing legislative chamber and office area. The project focused on improved functionality of available workspace, integration of technology and lighting systems upgrade. Furniture selection and construction administration services were provided for the 6,000 sf renovation.

The following projects were performed with a previous employer.

Summerwood Pediatric, Summerwood Development, N. Syracuse, NY—Architectural design and construction administration of 22,000 sf medical facility that includes a pediatric practice, an infusacare suite, on-site pharmacy and research library.

Allergy & Asthma Diagnostic Office, North Syracuse, NY— Architectural and interior designer for 6,000 sf new construction private medical practice containing private physician offices, exam rooms and separate research laboratory. Additionally provided construction administration through all phases of the project.

Endodontics Associates, East Syracuse, NY— Architectural and interior designer for 4,000 sf endodontics suite.

Little Falls Hospital, Bassett Healthcare, Little Falls, NY—Interior designer, specifier and project representative for 4,800 sf medical facility.

ARC of Onondaga & Madison Counties, Multiple Locations, NY— Architectural and interior design for several group residences serving developmentally disabled adults with special attention to universal design and accessibility.

Transitional Living Services/ENABLE, Multiple Locations, Onondaga County, NY— Architectural and interior design for several group residences serving developmentally disabled adults with special attention to universal design and accessibility.



Education

SUNY Canton Agricultural and Technical College (AAS)

Specialized Training

Trane, McQuay and Carrier—HVAC Systems, Equipment and Design courses and seminars

eQUEST Energy Modeling Software training course

Registration and Certifications

LEED Accredited Professional, 2004

Lloyd Merry, LEED AP

Chief Engineer

Lloyd has more than 30 years of experience in mechanical engineering with considerable expertise in both design and construction management. The major portion of his career has been devoted to the design of mechanical systems for healthcare, educational, commercial, municipal, and industrial projects. He also has expertise in the preparation of energy management systems and computer programmed energy load calculations.

Experience

Outpatient Behavioral Health at North Med, St. Joseph's Hospital Health Center, Liverpool, NY—Mechanical engineer for a 3,620 sq. ft. renovation in the North Medical Center to create a new mental health clinic.

Outpatient Behavioral Health at Northeast Med, St. Joseph's Hospital Health Center, Fayetteville, NY—Mechanical engineer for a 2,350 sq. ft. renovation in the Northeast Medical Center to create a new mental health clinic.

New Clinic, Landmark Treatment Center, Utica, NY—Mechanical engineer for a 4,300 sq. ft. building renovation in the McPike ATC complex to create a new outpatient methadone clinic.

Health Services Facility, St. Regis Mohawk Tribe, Akwesasne, NY—Mechanical engineer for the expansion and renovation of the existing clinic building, including: primary care, dental, mental health, alcohol/substance abuse, outreach, laboratory, and pharmacy services.

Building Condition Assessment, Mohawk Glen Center for Community Health, Rome, NY—HVAC Engineer for the building condition evaluation of a one story medical center including primary care, dialysis, radiation therapy, urgent care, physical therapy, and imaging.

Fairview Recovery Services, New Women's Residence, Binghamton, NY—Mechanical engineer for a new 10,000 sf, two story women's residence at an existing addiction treatment center facility campus.

Kingsboro Addiction Treatment Center, Interior Renovations, Brooklyn, NY—Lead HVAC designer for the complete renovation of the 43,000 sq.ft, six story, drug and alcohol inpatient residence.

HVAC Improvements, Cayuga County Nursing Home, Auburn, NY—Lead Project Engineer for design services for the replacement of various existing gas fired furnaces and air handling units.

SUNY Oneonta Bugbee Hall HVAC/Plumbing Upgrade, Oneonta, NY—Replace all HVAC with energy efficient systems and upgrade all restroom to be ADA compliant.

MRI Expansion - Roswell Park Cancer Institute, Buffalo, NY—Mechanical engineer for new MRI suite. Extended campus chilled water to new stainless steel plate heat ex-changers and steel plate heat exchanges to serve MRI equipment. Provided new rooftop heating and cooling unit to serve the new suite and for a future MRI. Hot water is provided to serve new constant volume reheat boxes. New controls are an extension of the existing DDC system.



Education

A.A.S. Electrical
Engineering Technology,
SUNY Canton, 2007

Jeremy King Senior Designer

Jeremy King is an electrical designer in C&S's Education and Healthcare Group. He has more than nine years of experience with electrical design and construction administration. His responsibilities include electrical design, estimating, and construction administration. His project experience includes the following building types: wastewater treatment facilities, offices, telecommunications/utility company facilities, manufacturing, and residential. Jeremy has designed a number of projects that have achieved LEED certification, including the Van Keuren Square veteran's apartment building in Syracuse, which received LEED Platinum certification.

Experience

Outpatient Behavioral Health at North Med, St. Joseph's Hospital Health Center, Liverpool, NY— Electrical designer for design of a 3,620 sq. ft. renovation in the North Medical Center to create a new mental health clinic.

Outpatient Behavioral Health at Northeast Med, St. Joseph's Hospital Health Center, Fayetteville, NY— Electrical designer for design of a 2,350 sq. ft. renovation in the Northeast Medical Center to create a new mental health clinic.

New Clinic, Landmark Treatment Center, Utica, NY— Electrical designer for a 4,300 sq. ft. building renovation in the McPike ATC complex to create a new outpatient methadone clinic.

The following projects were performed with a previous employer.

Tenant Fit-Out, MVP Healthcare @ AXA Tower, Syracuse, NY—Electrical designer for the MVP Healthcare office tenant fit-out. Work included new lighting, electrical, and support for HVAC system revisions as well as a number of ancillary systems, including telecommunications, data, and extensions to the existing building fire alarm and access control system.

HVAC Upgrade, East Side Business Center, Syracuse, NY—Electrical designer for renovations to the building's HVAC systems. Work included new connections to HVAC equipment as well as interfacing with the building fire alarm system.

Office Renovation, USDA @ The Galleries, Syracuse, NY—Electrical designer for renovations to the USDA's existing office space. Work included renovations to lighting, electrical, and HVAC systems as well as a number of ancillary systems, including telecommunications, data, fire alarm, and access control.

Tenant Fit-Out, FBI Office, Syracuse, NY—Electrical designer for the FBI office tenant fit-out. Work included new lighting, electrical, and support for HVAC system revisions as well as a number of ancillary systems, including telecommunications, data, and extensions to the existing building fire alarm and access control system.

Van Keuren Square, Housing Visions, Syracuse, NY—Electrical designer for the Van Keuren Square apartment building. Work included electrical, lighting, fire alarm, access control, and CCTV design for 50 apartment units plus supporting office and community spaces.

Roll-Up Generator Provisions, National Grid, North Syracuse, NY—Electrical designer for the replacement of the back-up generator system. Work included design of a new generator along with new transfer switches and provisions to allow for the connection of a roll-up generator.



Education

B.S., Civil Engineering,
Clarkson University

Registration and Certifications

Professional Engineer:

- New York, 2004
- Ohio, 2010
- Pennsylvania, 2010
- Northwest Territories and Nunavut, Canada 2010

Professional Organi- zations

American Institute of Steel
Construction

American Concrete Institute

John Obleman, P.E.

Principal Engineer

John has 18 years of experience in consulting engineering and has experienced all phases of building projects from planning and design through construction. As principal engineer his responsibilities include structural analysis, design, investigation, inspection, project management, and construction management. His technical experience includes structural analysis and design of all different types of buildings and structures that include municipal and commercial buildings, schools, terminal buildings, military facilities, equipment platforms and utility bridges. John also has experience in investigation and inspection of existing structures along with extensive experience in project management for multi-discipline projects.

Experience

George Harvey Justice Building Renovation and Addition, Broome County, Binghamton, NY—Structural engineer for the renovation of a six level office building along with constructing a new seventh floor and penthouse floor. Analyzed the existing structure and renovated the building to meet current NY State Building Code.

Binghamton University Union Hall Renovations and Addition, Binghamton University, Binghamton, NY—Structural engineering and design for the renovation and addition to a two story building Student Union Building. Project cost: \$13 million

East Syracuse-Minoa School District, Syracuse, NY—Structural engineer for a capital improvement program which concurrently rehabilitated 8 schools, the transportation center, and district office complex.

Capital Improvement Projects, Morrisville Eaton School District, Morrisville, NY—Analyzed the existing school district building's roof for snow drifting loads and designed reinforcement for overstressed members.

Potomac River National Wildlife New Administration and Visitor Facility, Woodbridge, VA, 2010— Structural engineer for a new two story steel framed visitor facility.

Broadalbin-Perth Central School District, Broadalbin, NY—Structural engineer responsibilities including designing the reinforcing for the existing roof structures to support new MEP equipment for a capital improvement project.

Cleveland Hopkins International Airport, Exterior Façade and Ticketing Lobby Rehabilitation, Cleveland, OH—Lead structural engineer for the structural components, including analyzing the existing structure and designing a new steel framing system. The project includes renovation of the queuing and ticketing lobby area. The project includes extending building's existing six hundred foot long cantilevered canopy to cover the existing side walk entrance:

Plattsburgh International Airport Terminal Building, Plattsburgh, NY—Lead structural engineering and design for all the structural components, including foundations and steel framing for a new 35,000-square-foot, two-story terminal building.

U.S. Army Corp. of Engineers Military Entrance Processing Station, Syracuse, NY—Structural design for a 24,000-square-foot building constructed with structural steel framing.

New York Power Authority Security Building, Gilboa, NY—Project manager and Lead structural engineer for the new 4,000 -square-foot Security Building.



Education

A.A.S. 1994, Onondaga
Community College, Applied
Architectural Technology

Registration and Certifications

NICET (National Institute
for Certification in Engineer-
ing Technologies) Level II in
Fire Protection Engineering
Technology Water-Based
System Layout
Certification No. 99898
Valid through 03/01/2108

Professional Organizations

National Society of Fire Pro-
tection Engineers (SFPE) –
Local Chapter, 2013

Brian R. Donner – CET

Senior Project Engineer

Brian's fire protection experience includes designing, calculating and generating fabrication lists for sprinkler systems, producing material submittals, cost estimating and performing site surveys. As a senior project engineer with over 18 years of experience Brian has a complete understanding of the detail required to layout, modify, and design fire suppression and fire alarm systems. Brian's experience also includes working closely with state and local authorities and insurance underwriters, code review involving building type and classification, seismic requirements, fire protection requirements and has been involved with multiple state building codes.

Experience

Outpatient Behavioral Health at North Med, St. Joseph's Hospital Health Center, Liverpool, NY— Fire protection design engineer for a 3,620 sq. ft. renovation in the North Medical Center to create a new mental health clinic.

Outpatient Behavioral Health at Northeast Med, St. Joseph's Hospital Health Center, Fayetteville, NY— Fire protection design engineer for a 2,350 sq. ft. renovation in the Northeast Medical Center to create a new mental health clinic.

New Clinic, Landmark Treatment Center, Utica, NY— Fire protection design engineer for a 4,300 sq. ft. building renovation in the McPike ATC complex to create a new outpatient methadone clinic.

Building Condition Assessment, Mohawk Glen Center for Community Health, Rome, NY—Fire Protection Engineer for the building condition evaluation of a one story medical center including primary care, dialysis, radiation therapy, urgent care, physical therapy, and imaging.

Fire Safety Improvements, McPike Addiction Treatment Center, Utica NY - Fire Protection Design Engineer responsible for fire protection engineering services and contract documents for existing addiction treatment center. Services included design of wet pipe sprinkler system, electric fire pump, hydraulic calculations and construction administration services.

Fire Safety Improvements, St. Lawrence Addiction Treatment Center, Ogdensburg NY - Fire Protection Design Engineer responsible for fire protection engineering services and contract documents for existing addiction treatment center. Services included design of wet pipe sprinkler system, hydraulic calculations and construction administration services.

Fire Safety Improvements, Stutzman Addiction Treatment Center, Buffalo NY - Fire Protection Design Engineer responsible for fire protection engineering services and contract documents for existing addiction treatment center. Services included design of wet and dry pipe sprinkler system, hydraulic calculations and construction administration services.

Building Condition Assessment, NYS Office of Alcohol and Substance Abuse Services, Various Locations, NY – Life safety system evaluation for two addiction treatment centers including: the Stutzman ATC in Buffalo; and the St. Lawrence ATC in Ogdensburg.

Endoscopy Suite Renovations, St. Joseph's Hospital Health Center, Syracuse, NY — Engineer responsible for the fire sprinkler and fire alarm design for renovation of the hospital's endoscopy suite. The project is being constructed in multiple phases over several years, and will encompass 8,200 sq. ft. when complete.



Registration and Certifications

OSHA 30-Hour Certification

Professional Organizations

International Brotherhood of Electrical Workers Apprenticeship Program

Garrett Nagle Construction Manger

Garrett has more than 30 years experience in all phases of the construction industry. He is experienced in construction management, project management, contract development, budget development, schedule development/implementation. Garrett has the knowledge to take projects from commencement to close out with customer satisfaction, safely, on time, within or under budget.

Experience

The following projects were performed with a previous employer.

Adorino Construction Incorporated, July 2016 to February 2017— Project Manager/Estimator to manage all projects from inception to close out.

The Pike Company Construction Management, 2016—MEP/GEN Superintendent responsible for contract, construction documents, submittal, review and compliance, RFI review and response, quality control and compliance of all installs, change order review and approval, code compliance, field supervision of trades and safety.

Colgate University, Hamilton N.Y. Capital Projects Division, March 2010–September 2012—Project Manager responsible for project and budget development, contract documents review and approval, bid awards, schedule and coordination of all contractors to ensure non- interference and cooperation with all pertinent faculty members and students. Assigned as many as twelve projects, with simultaneous or staggered starts in a construction season. All projects were completed on time, under budget and to the complete satisfaction of faculty and students.

Ernie Davis Hall, Syracuse, University, JD Taylor Construction Corp. Syracuse, NY, 2009—MEP superintendent of Ernie Davis Hall, a nine story, post tension construction, 250 room dormitory with full dining and kitchen level, lab and classroom facilities, common area / exercise level and full mechanical level. LEED-silver certification.

HO Science Center, Colgate College, Barr & Barr Builders Inc. Framingham, Massachusetts, 2008—MEP/GEN superintendent of a seven story building that included teaching labs, classrooms, laser labs, clean room/ acid lab, lower level mechanical, penthouse mechanical and a full state of the art green house. Systems included RO, various inert gas delivery systems, acid waste, HEPA venting and delivery air, acid wash down and fume hood systems. Hired to replace existing MEP and correct oversights. Moved into general superintendent position at request and worked closely with project manager to restore a workable project schedule, repair customer relations with Colgate as well as maintain all MEP responsibilities. LEED-silver certification achieved.

Auburn Armory, OGS New York State Design and Construction, 2007—MEP Superintendent of two story addition with office space, classroom facilities, weight room, locker rooms, kitchen renovation as well as an additional building for mechanical maintenance. Absolute strict adherence to specifications and contract documents was required and achieved as well as LEED-silver certification.

Syracuse City Schools Technology Upgrades, Thomas Group Syracuse, NY, 2005—MEP/ GEN superintendent which included 22 schools, work in six to eight running simultaneously, involving four building trades and approximately forty tradesmen. Project included upgraded electric services, interior renovation additional power and data installations, addition of data closets and security.

BRIDGET RUANE, ARCTIC ENTERPRISES, INC.



SENIOR PROJECT MANAGER

EDUCATION

B.S. Science and Society, Cazenovia College, Cazenovia, New York, 2000

CERTIFICATIONS

Asbestos Project Monitor/ Air Sampling Technician
Asbestos Building Inspector/Management Planner
Asbestos Project Designer
Asbestos Contractor/Supervisor
New York State Department of Health, Approved Instructor (Asbestos Disciplines)
New York State Department of Labor Mold Assessor

Ms. Ruane has over 16 years in the environmental consulting industry. She has been providing a diverse range of industrial hygiene services to clients in both the public and private sectors. Over the past five years, Ms. Ruane has managed over 1,000 successful environmental consulting projects. Her experience and knowledge have made her one of the top area Industrial Hygiene professionals. Ms. Ruane has provided support on multiple projects, involving asbestos, lead-paint, polychlorinated biphenyls (PCBs), indoor air quality and mold as well as managed a multiple office operation including a staff of up to twenty technicians at times.

EXPERIENCE

Roman Catholic Church – Syracuse Diocese, Syracuse, NY

Asbestos AHERA Triennial Reinspections & Maintenance of Asbestos Program

Ms. Ruane has been involved in the AHERA Reinspection activities conducted in the Roman Catholic Church: Syracuse Diocese school buildings for fifteen years. The Syracuse Diocese has been comprised of as many as twenty-nine school buildings distributed throughout the Northern, Southern, Eastern and Western Regions of the Diocese. Ms. Ruane was responsible for coordinating and conducting site visits to physically inspect each building, recording findings and issuing final reports to Diocese personnel, all of which was performed in accordance with USEPA AHERA requirements. As part of maintaining the Diocese Asbestos Program, Ms. Ruane created a training program in accordance with USEPA AHERA and OSHA requirements. Following each reinspection effort, various areas require abatement response actions, Ms. Ruane prepares asbestos design documents and distributes them to prospective bidders. Ms. Ruane provides asbestos project monitoring and air sampling as required by New York State Department of Labor-Industrial Code Rule 56, followed by review of closeout documentation submitted by the contractor, including waste manifest documentation.

Cornell University, Ithaca, NY

Asbestos Consulting Services

Ms. Ruane has worked at various Cornell sites throughout the region while serving as one of the invited consultants performing work for Cornell. Ms. Ruane's duties included directed bulk sampling events, pre-renovation surveys and pre-demolition surveys. Following the completion of sampling activities, Ms. Ruane would be responsible for preparation of Scope-of-Work documents for bidding purposes as well as project air sampling and closeout review.

SUNY Upstate Medical University, Syracuse, NY

Asbestos Consulting Services

Ms. Ruane has been responsible for providing environmental consulting services of various projects conducted on SUNY Upstate Downtown & Community General Sites. Our services routinely include contamination assessments, asbestos bulk sampling, preparation of site specific variance petitions, preparation of asbestos abatement design documents and review of closeout documents. Most recently, Arctic provided "gap analysis" bulk sampling associated with historical data compiled by EH&S in an effort to identify homogeneous areas of non-acm to allow routine maintenance activities to continue.

SUNY ESF, Syracuse, NY

Asbestos Consulting Services-Parking Garage Renovation Project

Ms. Ruane performed asbestos bulk sampling to identify suspect ACM impacted by the upcoming parking garage renovation project. Ms. Ruane was responsible for preparation of asbestos abatement design documents and the associated site specific variance which were distributed to bidders.



Section 3

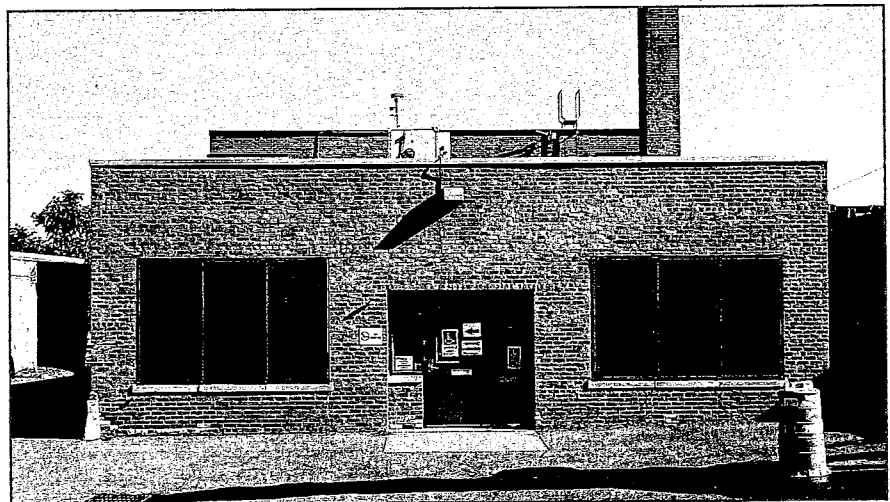
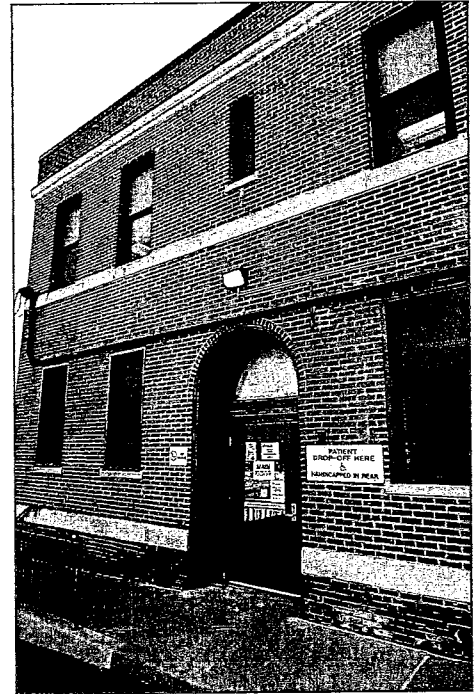
Understanding and Approach

Project Understanding

Oneida County will rely on its Facilities Team and C&S to guide it through the design and construction process for the proposed Health Clinic renovation with as much ease as possible. Planning for the new clinic will require a collaborative approach that creatively considers constraints of the existing building, operational issues, and desired space planning strategies. We believe that C&S holds the resources, expertise and experience that will ensure success and a positive project experience.

The clinic building at 406 Elizabeth Street, Utica, NY, is a masonry structure with full basement. The building is two-stories tall on the north end (facing Elizabeth Street), and one-story on the south side toward the parking lot. The project includes a full renovation of the interior, an elevator addition to serve all floor levels, correction of code deficiencies, replacing the lower roof, repair of the upper roof, and waterproofing of the basement to eliminate water infiltration.

The clinic will be located at the first floor level, with offices and various support functions located on the second floor and basement. The clinic design will need to comply with New York State Public Health Law, Article 28 requirements. We anticipate a "Limited Review" Certificate of Need (CON) based on the project scope and construction value. Your current "Part-Time Clinic" classification will remain unchanged after the renovations. As part of the CON review process, services that are no longer offered will be removed from your operating certificate. The building renovations will include reconfiguration of space to meet current clinic design standards, and will accommodate offices, waiting, handicapped access, and storage to meet current needs. We understand that you will temporarily relocate staff and clinic operations to another Article 28 compliant facility during the renovation of 406 Elizabeth Street. A separate CON application is expected for the temporary relocation; however, our services do not include designing a temporary clinic. We can provide the design of a temporary clinic as an additional service if required.





Needs Assessment—Our analysis of space needs will be derived from interviews with key personnel, review of the existing facility, projected future growth, and comparison with planning benchmarks. The interviews will help us understand the operational issues that affect space allocation, and will focus on a broad range of topics such as: current and future staffing, and desirable internal adjacencies. The workload analysis will review patient visit data, provided by Oneida County, which describes current and projected activity.

Investigation—We will tour the existing clinic building with you and review previous planning studies, floor plans, and construction documents. We understand that drawings are available for the building. This investigation will help us understand current use, future needs, and the condition of building systems.

Proper and thorough evaluation has proven to be critical when working on existing facilities. C&S typically deploys an “all-trades” field investigation team to assess the existing conditions of the building and its systems. A comprehensive and integrated assessment is critical to determining design for rehabilitation and making the most of construction budgets, while maintaining schedules.

Develop Space and Functional Requirements—Workload projections and associated space requirements will be considered in terms of relevant planning standards such as the FGI “Guidelines for Design and Construction of Healthcare Facilities.” Our analysis will enable us to propose an appropriate space plan for the outpatient clinic that will include:

- Functional description of each type of space in the project.
- The size and critical dimensions of each space.
- Special information about a particular space which will affect design and construction.

Concept Development—Concepts developed during this phase will address the major features of the renovation including: program areas, circulation, accessibility, key functional relationships and adjacencies, and elevator addition.

Schematic Design: Specific floor plans will be created based on the approved concepts. The design will be advanced to the point where it can be submitted to regulatory agencies for review.

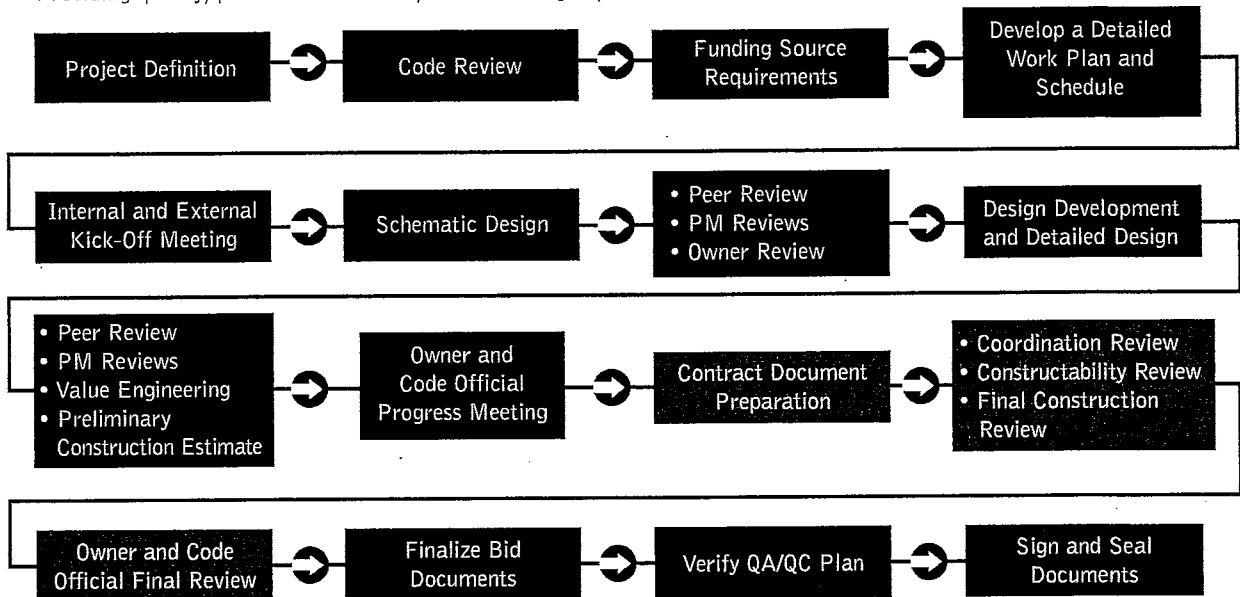
A Certificate of Need (CON) will be required from NYS Department of Health for the renovation, and the temporary relocation of the clinic during construction. C&S will prepare the appropriate Limited Review schedules and supporting documents, which will be uploaded by Oneida County Department of Health to NYSE-CON via the Health Commerce System. Oneida County will provide C&S with information concerning financing, operating budget, and service changes to your operating certificate for incorporation into the CON paperwork.

Design Development: After approval of the Schematic Design and CON, the design details of building construction will be finalized and major systems described. In addition to the design of the building renovations, our services will include specification of furniture and non-medical equipment. The design will include appropriate space and utilities for new or relocated medical equipment.



Quality Control Plan Flow Chart

Providing quality, professional services, and exceeding expectations.



Section 5 Fee Proposal



Programming/Schematic Design/CON	\$30,000
Design Development	\$40,000
Construction Documents	\$50,000
Bidding & Construction Admin.	\$40,000
TOTAL LUMP SUM:	\$160,000

Arctic Enterprise's detailed billing rate schedule and unit rates for air samples is included below. C&S's hourly rate schedule is included on the following page.

ARCTIC ENTERPRISES, INC. – DETAILED BILLING RATE SCHEDULE

Labor	Unit Price		
Asbestos Building Inspector	\$55.00/Hour		
Asbestos Project Designer	\$85.00/Hour		
Industrial Hygiene Technician	\$ 55.00/Hour		
Lead Risk Assessor/Inspector	\$ 75.00/Hour		
CAD Technician	\$ 55.00/Hour		
Registered Professional (Registered Architect/Engineer)	\$ 150.00/Hour		
Laboratory Analysis (Bulk Samples)	5 Day TAT	3 Day TAT	RUSH
Asbestos PLM Friable	\$15.00	\$20.00	\$25.00
Asbestos PLM NOB/TEM	\$55.00	\$65.00	\$75.00
Lead Wipe/Chip Samples (via EPA 7000B)	\$ 7.00	\$ 10.00	\$ 15.00
PCB Caulk/Sealant Samples (via EPA 8082)	\$ 65.00	\$ 75.00	\$ 95.00
Laboratory Analysis (Air Samples)	48 Hr.	24 Hr.	RUSH
PCM Air Samples (Via NIOSH 7400)	\$ 9.00	\$ 11.00	\$ 13.00
TEM Air Samples (Via NIOSH 7402)	\$ 65.00	\$ 75.00	\$ 85.00
Miscellaneous			
Mileage (portal to portal)	Federal Rate		
Shipping	Cost Plus 10%		
Tolls, Parking, Per Diem	Cost		

Miscellaneous Fees – Any miscellaneous fees (non-laboratory) incurred on the projects shall be billed at Arctic's cost plus ten percent. This includes, but not necessarily be limited to: sample shipment charges, copy/print reproduction fees, etc. Services will be billed in accordance with Arctic's General Terms & Conditions

Appendix Required Forms



- Exhibit A — Non Collusion Certification
- Exhibit B — Iran Divestment Act Certification
- Exhibit C — Solid Waste Certification

Exhibit B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, 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.

I certify under penalty of perjury that the foregoing is true.

Submitted By

C&S Engineers, Inc.

(Legal Name of Person, Firm or Corporation)

Name: Mike LaMontagne, AIA

Title: Principal Architect

Signature: 

Date: October 5, 2017

(SIGN AND RETURN WITH PROPOSAL)

EXHIBIT D

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.**

- 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:

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

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;

are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set

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.

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.

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.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 ✉ Fax: (315) 266-6138 ✉ Email: publichealth@ocgov.net

April 5, 2018

FN 20 18-126

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

The current Oneida County Sanitary Code (OCSC) was approved by the Oneida County Board of Legislatures on December 27, 2000 and the New York State Department of Health on April 3, 2001. The OCSC complimented the NYS Sanitary Code and NYS Public Health Law when it was developed. During the approximate 18 years of its existence, significant portions of the NYS Sanitary Code and NYS Sanitary Code referenced in the Oneida County Sanitary Code have changed.

Attached is a Revised Oneida County Sanitary Code for your review and consideration. Highlights of the proposed revisions include the elimination of references to 10 NYCRR (NYS Sanitary Code) and 9 NYCRR (NYS Building Code) that have changed during the past 18 years; inclusions of a reference to the NYS DOH website; elimination of reference to NYS Department of Environmental Conservation regulations that are not enforced by the Health Department; and clarification of the definition of a public health nuisance.

The New York State Department of Health no longer approves County Sanitary Codes or their revisions. Rather, a County Sanitary Code becomes effective 30 days after filing with the NYS Department of Health following approval of the local Health & Human Services Committee and Board of Legislators.

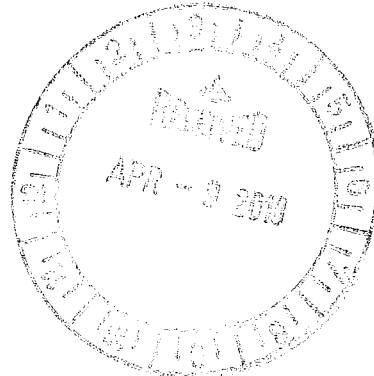
Health Department Staff can be available to meet with your office, the Health & Human Services Committee, and the Board of Legislators to address any questions or concerns regarding the proposed revisions to the Oneida County Sanitary Code.

If you have any questions, please do not hesitate to contact me.

Sincerely Yours,

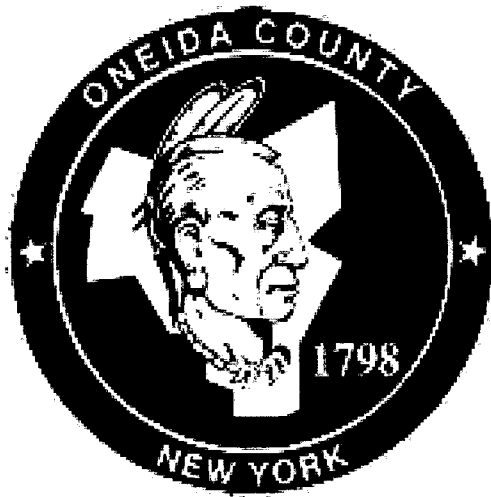
Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

cc: Peter M. Rayhill, County Attorney



Rev. - Submit. to Bd
Phyllis D. Ellis
4-9-18

Proposed Revisions
to the
Oneida County Sanitary Code



Date: April 2018

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ARTICLE I

General Short Title; Definitions; General Provisions

Section 1. Short Title

The rules and regulations herein contained together with any and all amendments thereto shall constitute and comprise the Sanitary Code of the Oneida County Health District and be known and may be cited as the Oneida County Sanitary Code.

Section 2. General Definitions

Whenever used in this Code, unless otherwise expressly stated or unless the context or subject matter requires different meaning, the following terms shall have the respective meanings hereafter set forth or indicated;

1. Board shall mean the Health Advisory Board of the County of Oneida.
2. Charter shall mean the Charter of the County of Oneida.
3. Code shall mean and comprise the rules and regulations now or hereafter formulated, promulgated and adopted by the Board of Legislatures of the Oneida County Health District pursuant to Section Three Hundred and Forty-seven (347) of New York State Public Health Law.
4. Commissioner shall mean the Commissioner or the Director of Public Health of the Oneida County Health Department, or his duly authorized representative.
5. County shall mean the County of Oneida.
6. Department shall mean the Department of Health of the Oneida County Health District.
7. Health District shall mean the Oneida County Health District (the area of Oneida County) established pursuant to the provisions of Section Three Hundred and Forty (340) of New York State Public Health Law.
8. Permit shall mean a written license and/or authorization to carry on a specified activity or activities as regulated by this Code, the New York State Sanitary Code or New York State Public Health Law, and includes any written approval issued by the Commissioner or his duly designated representative.
9. Permittee shall mean a person who holds a valid permit issued by the Commissioner or the New York State Department of Health.
10. Person shall mean an individual, group of individuals, partnership, firm, corporation, association, county, city, town or village or improvement district, and includes the plural as well as the singular.
11. Placard shall mean a notice for display in a public place or in the view of the public; or to post a notice in or on.

12. Public Health Council shall mean the Public Health Council of the State of New York as described in Sections Two Hundred and Twenty (220) through Two Hundred and Twenty-five (225) of New York State Public Health Law.
13. Public Health Hazard shall mean a condition, potential condition or sequence of events deemed by the Commissioner or appointed designee, which may impact or threaten the health of the public.
14. Public Health Law shall mean the Public Health Law of the State of New York constituting Chapter Forty-five of the consolidated laws.
15. Public Place shall mean any place or premises, wherein the general public is or may be an invitee, regardless of whether or not such place is owned, maintained or operated by a private organization or agency, but shall not be construed as conferring jurisdiction over a State or Federal agency.
16. State shall mean the State of New York.
17. State Sanitary Code shall mean the rules and regulations promulgated under Section Two Hundred and Twenty-five (225) of New York State Public Health Law by the Public Health Council of the State of New York and designated as the New York State Sanitary Code (10 NYCRR).

Section 3. Applicability; Legal Effect

1. The provisions of this Code shall be in force throughout the Health District.
2. The provisions of this Code shall have the force and effect of law.
3. It shall be the duty of the Commissioner of the Health District, existing pursuant to law, to enforce every provision of this Code.
4. The Code shall be supplemental to New York State Public Health Law, the New York State Sanitary Code, and other State Laws. This code does not supercede the New York State Right to Farm Law or the Oneida County Right to Farm Law.
5. Nothing herein contained shall be construed to restrict the power of any city, town or village to adopt and enforce additional or existing ordinances relating to health and sanitation, provided that such ordinances are not inconsistent with the provisions of New York State Public Health Law, the New York State Sanitary Code or this Code.

Section 4. Legal Presumptions; Evidence; Reports as Evidence

1. As provided by Section Three Hundred and Forty-eight (348) of New York State Public Health Law, certified copies of this Code shall be received in evidence in all courts and proceedings in the State.
2. As provided by the Charter and Public Health Law, every rule, regulation, order and direction adopted by the Board of Legislators shall state the date on which it takes effect and a copy thereof signed by the Commissioner shall be filed as a public record in the Department, in the New York State Department of Health, with the Clerk of the Board of County Legislators and in the Office of the Clerk of Oneida County and shall be published in such manner as the Board may from time to time determine. No such rule, regulation, order or direction shall be effective prior to filing as a public record with the New York State Department of Health.

3. As provided by Section Ten (10) of New York State Public Health Law, written reports of State and local health officers, inspectors, investigators, nurses and other representatives of State and local health officers on questions of fact pertaining to, concerning or arising under and in connection with complaints, alleged violations, investigations, proceedings, actions, authority and orders, related to the enforcement of this Code, New York State Public Health Law, the New York State Sanitary Code or any local health regulation shall be presumptive evidence of the facts so stated therein, and shall be received as such in all courts and places.

Section 5. Construction

1. This Code is intended to be consistent with the applicable Federal and State Law and shall be construed, whenever necessary, to achieve such consistency.
2. This Code shall be liberally construed for the protection of health and safety in the Health District.

Section 6. Separability of Provisions

In the event that any provision of this Code is declared unconstitutional or invalid, or the application thereof to any person or circumstance is held invalid, the applicability of such provision to other persons and circumstances and the constitutionality or validity of every other provision of the Code shall not be affected thereby.

Section 7. Saving Clause

1. Nothing contained in this Code shall affect or impair any act done or right accruing, accrued or acquired, or any penalty, forfeiture or punishment incurred prior to the time when this act shall take effect, under or by virtue of the provision or provisions of law or the New York State Sanitary Code.
2. Any subsequent addition or modification to the Code shall be deemed and construed as having been added to such Code and shall be given full effect according to its context as if the same had been added expressly and in terms of such Code and shall be deemed and construed to have been inserted in such Code at the appropriate respective position in regard to and as modifying the effect of the correcting provision or provisions of such Code as herein attached and promulgated.
3. This Code shall not affect pending actions or proceedings, civil or criminal, but the same may be prosecuted or defended in the same manner and with the same effect as though this Code had not been passed.

Section 8. Meaning of Certain Words

Words used in the singular include the plural and the plural the singular, the masculine gender includes the feminine and the feminine the masculine.

ARTICLE II

Administration and Enforcement

Section 1. The Advisory Board of Health; Appointment and General Powers

1. As provided by the Charter, the Health Advisory Board shall be appointed by the County Executive for terms as provided in the Public Health Law.
2. As provided by the Charter and Public Health Law, the Health Advisory Board shall at the request of the Commissioner and may on its own initiative advise on matters related to preservation and improvement of the public health, and shall only be advisory.
3. In the absence of a formally appointed Advisory Board of Health, the Health and Human Services Committee of the Oneida County Board of Legislators will fill the role of an Advisory Board of Health.

Section 2. The Commissioner; General Powers

1. As provided by the Charter, subjected to the provisions of New York State Public Health Law and the New York State Sanitary Code, the Commissioner shall:
 - a. make an annual sanitary survey and maintain sanitary supervision over the territory within the Health District;
 - b. make a sanitary inspection periodically of all places of public assemblage, and report thereon to those responsible for the maintenance of such places of public assemblage;
 - c. promote the spread of information as to the cause, nature and prevention of prevalent diseases, and the preservation and improvement of health;
 - d. take such steps as may be necessary to secure prompt and full reports by physicians of reportable diseases;
 - e. such steps as may be necessary to secure prompt and complete registration of births and deaths;
 - f. attend conferences called by the State Commissioner of Health or his authorized representative;
 - g. enforce within the Health District the provisions of New York State Public Health Law, New York State Sanitary Code, and this Code.
 - h. receive and examine into all complaints made by any inhabitants of the Health District concerning nuisances or causes of danger or injury to life and health in the Health District and may request such complaints be made in writing.
2. Whenever the Commissioner is empowered to or charged with the responsibility to do or perform any act, he shall deputize any employee in the Department, officer or agent to do or perform the act in his place and stead.

Section 3. The Commissioner; Quasi-Judicial Powers

1. As provided by New York State Public Health Law, the Commissioner may:
 - a. issue subpoenas which shall be regulated by the State Civil Practice Law and Rules;
 - b. compel the attendance of witnesses;
 - c. administer oaths to witnesses and compel them to testify;
 - d. designate any person or persons as Hearing Officer or Officers to conduct a formal hearing or hearings for the purpose of taking testimony and reporting Findings of Fact, Conclusions and Recommendations concerning any investigation, inquiry, study, or violations within the jurisdiction of the department;
 - e. issue warrants to any peace officer of any municipality in the Health District to apprehend and remove such person or persons as cannot otherwise be subjected to its orders or regulations;
 - f. issue warrants to the Sheriff of the County to bring to its aid the power of the County whenever it shall be necessary to do so;
 - g. prescribe and impose penalties for the violation of or failure to comply with any provision of the health laws, this Code or the provisions of the State Sanitary Code or Commissioner's Order, not exceeding one hundred dollars (\$100) for a first offense and five hundred dollars (\$500) for a second offense, to be sued for, and recovered by it in any court of competent jurisdiction; (See Section 18 of this Article)
 - h. make, without publication thereof, such orders and regulations for the suppression of nuisances and concerning all other matters in its judgment detrimental to the public health in special or individual cases, not of general application, and serve copies thereof upon the owner or occupant of any premises whereon such nuisances or other matters may exist, or upon which may exist the cause of other nuisances to other premises, or cause the same to be conspicuously posted thereon; and,
 - i. maintain actions in any court of competent jurisdiction to restrain by injunction violators of their orders, rules and regulations of the Commissioner, or otherwise to enforce such orders and regulations, to sue for and recover any fines, penalties and costs.
2. Subject to the provisions of Article I, Section 5, of this Code, the Commissioner shall be empowered to interpret the provisions of this Code consistent with the New York State Sanitary Code.

Section 4. Commissioner's emergency powers

1. Notwithstanding any other provision of this Code, if the Commissioner finds that any person is causing or contributing to a condition which creates an emergency which requires immediate action to protect the public health or safety, he shall order such person to discontinue immediately the condition or hazard and such order will be complied with immediately.

2. Upon issuance of such order, the Commissioner, if requested in writing by the person ordered, shall fix a time and place for a hearing in accordance with the procedures set forth in this Article. Not more than twenty-four (24) hours after the conclusion of such a hearing, and without adjournment thereof, the order shall be affirmed, modified, or set aside.
3. The Commissioner may authorize necessary action to alleviate emergencies and public health nuisances in the event that the owner, lessee or occupant of any premises fails to respond to a direction of the Commissioner, or said direction cannot, after due diligence, be served; whenever it is determined that an emergency exists and there is a reasonable danger to life or health.
4. Whenever the Commissioner finds that a violation of this Code exists which, in his opinion, requires immediate action to abate a hazard, or constitutes an immediate danger to the health, safety or welfare of the occupants of a building or the public, he may, without prior notice of hearing, issue an order citing the violation and directing that such action be taken as is necessary to remove or abate the hazard of danger. Notwithstanding any other provisions of this Code, such an order shall be effective immediately upon service and shall be complied with immediately or as otherwise provided.

Section 5. Inspections; General

1. The Commissioner may inspect any premises, matter or thing subject to the provisions of this Code.
2. The Commissioner may inspect any record required to be kept pursuant to New York State Public Health Law, New York State Sanitary Code, or this Code.

Section 6. Inspections; Interference

1. No person shall interfere with, obstruct or refuse to allow any employee or authorized representative of the Department to enter upon and inspect any premises, place or thing within the jurisdiction of the Department, in the discharge of his official duties or Department business.
2. No person shall interfere with, obstruct or refuse to allow the examination of any occupant of any premises, place or thing by an employee or authorized representative of the Department, in the discharge of his official duties.
3. No person shall molest or resist any employee or authorized representative of the Department in the discharge of his official duties.

Section 7. Inspections; Taking Samples

The Commissioner or any authorized representative may take and remove any substance or thing or any necessary part or portion thereof from any premises or place as a sample for investigation or evidence when in the opinion of the Commissioner or any authorized representative such substance or thing may be dangerous or detrimental to the public health.

Section 8. Designation and Vacation of Unfit Premises

1. Whenever the Commissioner determines that any premises are unfit for human habitation or dangerous to human life or detrimental to health as provided herein, he must include such finding within the notice and order, along with a statement of his intent to order the premises vacated and to placard said premises, if compliance with the provisions of the notice and order has not been secured.
2. Whenever a notice and order as provided herein has not been complied with, the Commissioner may placard said premises directing the premises or any part thereof to be vacated, and the tenants affected thereby shall be notified of such designation.
3. Any premises ordered placarded and vacated as provided herein, shall be vacated within such reasonable time as the Commissioner may specify in the order. No such premises shall again be used or the placard removed until written approval is secured from the Commissioner.
4. The owner of any such premises which have been designated as unfit for human habitation or dangerous to human life or detrimental to health shall make such premises safe and secure for the protection of the public.
5. The owner of the premises designated as unfit for human habitation may correct the violation, regardless of cost, provided that the requirements of the applicable building code are satisfied.
6. In the event that premises designated as unfit are reoccupied prior to the issuance of written approval for reoccupancy, after having been vacated pursuant to such order, then in such event the act or omission of the owner or person responsible therefor which caused or permitted the unfit premises to be reoccupied shall be deemed a violation of said order. Such violation shall commence on the date the unfit premises are reoccupied and continue until a written approval for reoccupancy is issued or the unfit premises are vacated again and made secure.

Section 9: Notice of Violation

1. Upon finding of a violation or violations of New York State Public Health Law, the New York State Sanitary Code, provision of this Law, or rules regulations or orders promulgated or issued pursuant thereto, the Commissioner or duly authorized representative of the Department may serve a notice of violation in writing setting forth thereon the nature of the violation or violations.
2. A notice of violation served pursuant to the provisions of this Section shall provide that the violation or violations shall be abated, remedied or removed within a period of time set forth in such notice.

3. In the event that the objectionable conditions are not abated, remedied or removed pursuant to and in accordance with the notice of violation; and, if the nature of the violation requires immediate control for the protection of life and health, the Commissioner or his duly authorized representative may cause to be conspicuously posted on the premises or equipment an appropriate notice or sign, which notice or sign shall not be removed except as authorized in writing by the Commissioner or his duly authorized representative.
4. A notice of violation served pursuant to this Section may be served in person, by mail, or by posting such Notice conspicuously on the premises, or as otherwise required by New York State Public Health Law or the New York State Sanitary Code.

Section 10. Notices; Posting; Destroying

1. Notices shall be in the English language, provided, however, if the Department is of the opinion that the person or persons to whom the required warning, notice or instructional sign is addressed may not understand the English language, the Department may require that such warning, notice or sign shall appear legibly in English and other designated foreign languages.
2. No person shall remove, mutilate, conceal, obstruct or tear down any notice or placard of the Department posted in or on any premises or public place pursuant to the requirements of New York State Public Health Law, New York State Sanitary Code or this Code, except by written permission of the Commissioner.

Section 11. Service of Order and/or Notice of Hearing

Unless otherwise expressly provided by the Public Health Law, by any other provision of this Code, or by the State Sanitary Code, service of the order or notice of hearing shall be made as follows:

1. In the manner prescribed for personal service of a summons in the Civil Practice Law and Rules or by registered or certified mail.
2. Where service, whether by personal service or by registered or certified mail, is made upon an infant, incompetent, partnership, corporation, governmental subdivision, board or commission, it shall be made upon the person or persons designated to receive personal service as prescribed by Article Three (3) of the State Civil Practice Law and Rules.

Section 12. Hearings

1. The Commissioner may cause to be held a hearing on any application, complaint, circumstances, or alleged violation of the health laws and regulations under the jurisdiction of its Department.
 - a. Unless otherwise provided in New York State Public Health Law, New York State Sanitary Code or this Code, such hearings shall be on fifteen (15) days notice to the person or persons concerned and shall be set down for a day certain.
 - b. The notice of the hearing shall set forth:
 - i) the time and place of the hearing;

- ii) the purpose of the hearing;
 - iii) charges and violations complained of, if any, with specific reference to the provisions and sections of New York State Public Health Law, New York State Sanitary Code and this Code involved;
 - iv) the right to present evidence;
 - v) the right to examine and cross-examine witnesses; and,
 - vi) the right to be represented by counsel.
- c. On the return day of the hearing:
- i) The Hearing Officer shall note the appearances of the persons attending the hearing.
 - ii) Witnesses shall be sworn and testimony shall be recorded.
 - iii) Testimony of the hearing shall be recorded mechanically, unless a party requests a manual stenographic record by filing a notice with the Commissioner two (2) working days prior to the date set for the hearing and requesting party bears the expense of stenographic record.
- d. The Hearing Officer shall thereafter prepare findings of fact and conclusions, upon which the Commissioner shall make a formal order, setting forth the determination, conditions, if any, to be complied with, and penalties, if any.
- e. The order of the Commissioner provided shall be filed in the Department and a copy thereof be served on all respondents.
- f. Nothing herein contained shall preclude the Commissioner from taking any action other than the hearing provided for, as may be prescribed by law; nor shall the Commissioner be precluded from taking such other action by virtue of the order made pursuant to this Section.

Section 13. Hearings; Appearances

1. At any hearing conducted pursuant to this Code, any party to the proceedings may appear personally and with counsel and shall be given the opportunity to produce evidence and witnesses and to cross-examine witnesses.
2. At any hearing conducted pursuant to this Code, if any party shall appear without counsel, the Hearing Officer shall advise such party of his right to counsel; and that if he desires to proceed without counsel, that he may call witnesses, cross-examine witnesses, and produce evidence in his behalf.
3. Appearances shall be noted on the official record of hearings.

Section 14. Investigations; Hearings; Adjournments

1. The Hearing Officer may grant adjournments upon request of any party to the proceedings, provided that an adjournment shall not be for an indefinite period of time, but shall be set down for a day certain.
2. If an adjournment is requested in advance of the hearing date, such request shall be submitted to the Hearing Officer in writing, and specify the reason for such request.
3. In considering an application for adjournment of a hearing, the Hearing Officer shall consider whether the purpose of the hearing will be affected or defeated by the granting of such adjournment.

Section 15. Investigations; Hearings; Subpoenas

The Commissioner or designated hearing officer for such purpose, shall issue subpoenas upon request of any party to the proceedings of any hearing set down by the Commissioner.

Section 16. Investigations; Hearings; Procedure

1. The Hearing Officer shall not be bound by the rules of evidence in the conduct of a hearing, but determination shall be founded upon sufficient legal evidence to sustain it.
2. Upon the conclusion of a hearing, the Commissioner shall take such action upon such findings and determinations as it deems proper, and shall execute an order carrying such findings and determinations into effect.
3. The action of the Commissioner may include the assessment of civil penalties as provided in law.
4. An order of suspension or revocation of any permit or license may contain such provisions as to renewal or reinstatement as the Commissioner shall direct.
5. The Commissioner may direct a re-hearing or require the taking of additional evidence, and may rescind or affirm a prior determination after such re-hearing.
6. Upon written request of a party to the hearing, the mechanical record shall be transcribed with in a reasonable time after the request is made. Copies of Transcripts may be purchased at the rate per page covering the cost thereof. All requests shall be in writing and submitted within 10 days of the hearing. The party requesting the transcript shall bear the cost of same.

Section 17. Post-Hearing Procedures

1. The Commissioner shall cause to be served upon the respondents copies of findings of fact, conclusions and orders made as a result of a hearing.
2. Service of findings of fact, conclusions and orders shall be made in the manner prescribed for the service of notice of hearings.

Section 18. Enforcement: Violations, Criminal Penalties; Violations, Civil Penalties; Costs

1. Criminal Penalties

As provided by New York State Public Health Law, the provisions of the New York State Sanitary Code shall have the force and effect of law and the noncompliance or nonconformance with any provisions thereof shall constitute a violation punishable on conviction for the first offense by a fine not exceeding two hundred fifty dollars (\$250) or by imprisonment for not exceeding fifteen days (15), or both; and, for a second or subsequent offense by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment for not exceeding fifteen days (15), or both. As provided by New York State Public Health Law, any noncompliance or nonconformance with any provision of this Law or of a rule or regulation, duly made thereunder shall constitute a violation punishable on conviction for the first offense by a fine of not exceeding two hundred fifty dollars (\$250) or by imprisonment for not more than fifteen days (15), or by both such fine and imprisonment; and, for a second or subsequent offense by a fine not exceeding five hundred dollars (\$500) or by imprisonment for not exceeding fifteen days (15), or both.

2. Civil Penalties

- a. Any person who violates, disobeys or disregards the terms of provisions of any lawful notice, order or regulation of this Law shall be subject to the imposition by the Commissioner of a civil penalty not to exceed one thousand dollars (\$1000.00) for each single violation or failure or omission act.
 - b. The Commissioner may enter any court of competent jurisdiction seeking penalty and imprisonment, or both, as provided by New York State Public Health Law.
 - c. The penalty provided for by Subdivision a. of this Section may be sued for and recovered by the Commissioner in the proper court of jurisdiction.
 - d. Nothing in this Section contained shall be construed to alter or repeal any existing provision of law declaring such violations or any of them to be misdemeanors or felonies or prescribing the penalty thereof.
 - e. Each day or a part of a day on which a violation or failure continues shall constitute a separate violation.
 - f. Any condition found to exist shall be presumed to continue in existence until remedied or otherwise changed.
3. Consistency to New York State Public Health Law and the New York State Sanitary Code.
- a. Penalties and fines are intended to be consistent with the New York State Health Department.

4. Costs/Penalties for Offense

The County shall have the right to charge any person, Owner or Occupant violating any of the provisions of this Law with the reasonable costs incurred by the County in investigating and administering complaint(s); processing the complaint(s); correspondence to necessary parties and all other reasonable administrative and actual costs. If an Owner is responsible under this Code the County shall have the right to impose a special assessment against the subject property, by resolution of the Commissioner; and/or file a civil judgment against any person

and/or Owner; and/or occupant responsible for the violation; but the County shall not be able to collect more than the amount due.

Section 19. Reconsideration

An aggrieved party, upon submission of a written application on a form prescribed by the Commissioner and a fee in the amount of \$25.00, may petition for reconsideration of any determination of the Commissioner provided that the application for reconsideration and fee are submitted to the Commissioner's Office within fifteen (15) days of the date of the determination sought to be reconsidered. If the Commissioner grants the aggrieved party application for reconsideration, the applicant shall be duly notified to appear before the Commissioner at such time, date and place as he shall provide. The Commissioner, upon reconsideration of any matter as provided herein may affirm, reverse or modify any prior determination(s) in whole or part. Notwithstanding any other provisions of this Law to the contrary, the determination of the Commissioner which the aggrieved party sought to be reconsidered, shall be final and binding on both parties until affirmed, reversed or modified by the Commissioner as provided herein.

Section 20. Enforcement other than by prosecution

1. In lieu of enforcement of this Code by way of prosecution, recovery of civil penalties, revocation of permits, seizure, embargo and condemnation or other means, the Department, by its duly authorized representative, may seek to obtain the voluntary compliance with this Code by way of notice, warning or educational means.
2. This Section shall not be construed to require that such noncompulsory methods must be employed or attempted before proceeding by way of compulsory or other legally prescribed procedures.

Section 21. Abatement

1. The Commissioner or his representative duly authorized in writing shall order the abatement, suppression, or removal of all nuisances and conditions which may reasonably be expected to be detrimental or prejudicial to life or health within the Health District.
2. Whenever the owners, agents or occupants of any premises, whereon any nuisance or condition deemed to be detrimental or prejudicial to the public health exists or deemed to be the cause of the existence of such nuisance or condition elsewhere, fails to comply with any order or regulation for the abatement, suppression or removal of such nuisance or condition, the Commissioner or duly authorized representative may petition a court of competent jurisdiction for authorization to enter upon the premises to which such order or regulation relates and to abate, suppress or remove such nuisance or condition.

Section 22. Demolition:

Whenever the Commissioner shall determine that a building or structure constitutes an unoccupied hazard or is unfit for human habitation or dangerous to human life or detrimental to health, and after having determined that the building or structure or part of said building or structure should be demolished, he shall proceed in accordance with New York State Public Health Law Article XIII, the Code of Oneida County and/or any other applicable state statute, local law or ordinance.

Section 23. Administrative Liability

No officer, agent deputy or employee of Oneida County, shall be personally liable for any damage resulting from any official determination, order or action required or permitted in the discharge of his duties under this Code. The County of Oneida shall defend and indemnify the Commissioner and his designated representatives, or other officers of their departments specifically designated and authorized by to make such official determination, order or action in the discharge of their duties under this Code, against any judgments or liability that may arise as a result of any such official determination order or action made or taken by them in the discharge of their duties under this Code.

Section 24. Receivership

In the event of failure to comply with an order issued pursuant to his Code and containing provision for such application, the Commissioner may apply to a court of competent jurisdiction in the county wherein the dwelling is located for an order appointing such officer or his designee receiver of the rents of such dwelling for the purpose of effectuating the provisions of such order.

1. An application for appointment of a receiver hereunder shall be on at least ten days' notice to the owner of the dwelling, effected in the same manner as in an action to foreclose a mortgage. A receiver appointed hereunder shall not have any right superior to those of any mortgagee or lien of record who has not had at least ten days' notice, by personal service or registered or certified mail of the application for appointment of a receiver.
2. A receiver appointed hereunder shall have the power to collect the accrued and accruing rents of the dwelling and shall apply such collected rents to costs and expenses incurred in connection with (a) compliance with the provisions of an order of the Commissioner, (b) interim operation and management of the dwelling, (c) administration of the receivership.
3. As soon as practicable after completion of his duties, the receiver shall render a full accounting to the court and, upon payment over of any surplus moneys to the owner or other persons as the court may approve or direct and upon the order of the court, he shall be relieved of any further responsibility or liability in connection with his receivership.

Section 25. Variances; compliance schedules

1. On written application and after review, the Commissioner or appointed designee may grant a variance from any provision of Article III in a specific case, subject to appropriate conditions and where such variance is determined to be in harmony with the general purpose and intent of the provisions of said Article and where there are practical difficulties or unnecessary hardship in carrying out the strict letter of the provision.
2. A variance shall not be issued for more than 12 months.
3. A variance must include a time schedule for compliance.
 - a. A time schedule for compliance shall not exceed a total of three years.
 - b. If the time schedule for compliance exceeds 12 months, the Commissioner or appointed designee may reissue the variance on an annual basis, for not more than three years, if he determines there is compliance with all other requirements of Article III and with the established time schedule.

ARTICLE III

Permits and Licenses: Generally

Section 1. Permits and Licenses; Application

1. Application for a permit or for the renewal of a permit shall be made on forms furnished by the Department and shall contain all information called for by said forms.
2. Application for a permit or for the renewal of a permit shall be accompanied by such other information, evidence or documentation as the Department may require or as may be provided by the Code.
3. In addition to the information specifically required to be submitted to the Department, or if no specific information is required for certain permits, the Department may require the following information;
 - a. the name, age, residence and business address of the applicant, and if the applicant is a partnership or other group, of each member of such partnership or group; and, if the applicant is a corporation, of each officer of the corporation; and
 - b. information concerning the applicant, its individual members or officers, relating to education, training and experience, moral character, physical health, and history of prior criminal conviction, including violations and offenses, other than motor vehicle offenses.
4. Application for a permit or for the renewal of a permit shall be made by and signed by;
 - a. in the case of an individual who is to be the permittee, by the individual or his representative duly authorized in writing; or,
 - b. in the case of a partnership, by a general partner or a representative of the partnership duly authorized in writing; or,
 - c. in the case of an unincorporated association or group, who shall submit a certified copy of a resolution of the governing board or executive committee of such association or group authorizing the making of such application; or,
 - d. in the case of a corporation, by a duly authorized officer or representative of the corporation, who shall submit a certified copy of a resolution of the board of directors of the corporation, authorizing the making of such application; or,
 - e. in the case of a municipality, other than the County, by the executive officer, or representative duly authorized in writing.
5. Every individual applicant for a permit or for renewal of a permit shall be eighteen years of age or over.
6. Application for a permit or renewal of a permit constitutes an agreement that the permittee assumes responsibility for the operation, conduct and maintenance of the activity authorized by the permit, in accordance with the provisions of New York State Public Health Law, New York State Sanitary Code and conditions required by the permit, and to inspections pertaining thereto.

Section 2. Permits and Licenses; Posting; Expiration

1. Every permit shall expire one year from the date of issuance unless otherwise stated in the permit and may be extended by the Department in writing for a specified limited time for cause. Children's camp permits shall not expire during operating period unless revoked.
2. Every permittee shall apply for renewal of a permit not later than thirty days (30) prior to the expiration date of such permit; unless otherwise required by this Code, the New York State Sanitary Code, or New York State Public Health Law.
3. A permittee shall comply with the conditions contained in the permit and the provisions and requirements of this Code, New York State Sanitary Code, and New York State Public Health Law under which such permit was issued.
4. Every permit shall be kept on the premises designated or covered by the permit and shall be posted in a conspicuous place on such premises in such a manner as to be clearly visible to the public. It shall be available for inspection at all times by the Department.
5. Permits shall remain the property of the Department and shall be surrendered to a duly authorized representative of the Department on demand upon the expiration thereof or when suspended or revoked as herein provided.

Section 3. Permits and Licenses; Not Transferable

1. Except as may be otherwise provided in this Code a permit issued to a particular permittee or for a designated purpose, place or vehicle, shall not be valid for use by any other person or for any other purpose, place or vehicle.
2. Any attempted or purported transfer of a permit to a person not designated as the permittee therein, or for a purpose or place not authorized by such permit shall be cause to revoke such permit.
3. The Department may approve, in writing, the continuation of an activity authorized by a permit by a partnership, or by a sole remaining individual or group thereof, if the partnership or group originally authorized by such permit has been reorganized, provided that such change of organization has been duly recorded with the Department within ten (10) days after such change of organization.

Section 4. Permits and Licenses; Suspension and Revocation

1. The Commissioner may suspend or revoke a permit which was issued by the Department for violation or non-conformance with the conditions or requirements or provisions of this Code, the New York State Sanitary Code or New York State Public Health Law under which such permit was issued.
2. The Commissioner may suspend or revoke a permit for cause after due notice and hearing.

Section 5. Permits and Licenses; Refusal to Issue

1. Except as may be otherwise provided in New York State Public Health Law, the New York State Sanitary Code or this Code:
 - a. The Department may refuse to issue a permit or a renewal thereof when the application therefore is incomplete or not accompanied by the required fee, if any. Outstanding penalties or fees are just cause to deny a permit until such time as the outstanding fine or penalty is satisfied.
 - b. The Department may refuse to issue a permit or renewal thereof when the applicant fails to provide information required by the Department.
 - c. The Department may refuse to issue a permit or renewal thereof if the application or investigation thereof indicates to the Department that the activity or premises to be covered by the permit applied for does not meet the requirements of the Code, the New York State Sanitary Code or New York State Public Health Law or other provisions of law; or that, the maintenance, conduct or operation of such activity or premises does not meet the requirements or provisions of law or may result in a public health hazard.
 - d. The Department may refuse to issue a permit or renewal thereof or a certificate of approval for any activity, operation or premises that, in the opinion of the Department, may result in a condition which may be dangerous or harmful to health and life, or that it fails to meet the requirements of New York State Public Health Law, the New York State Sanitary Code or this Code.
 - e. Except upon express authorization of the Commissioner, no permit shall be issued to a person who within the previous six (6) months has had such permit revoked.
 - f. Approval of an application for a permit or renewal thereof shall be denied for any sufficient or competent reason, including but not limited to any of the following:
 - i) the proposed construction, location, purpose, business or other act is in violation of any of the provisions of New York State Public Health Law, the New York State Sanitary Code, this Code or any local municipal law, ordinance or regulation; and or,
 - ii) inaccurate, incomplete, false or misleading information stated in the application, including any plans, drawings, specifications or other data submitted in support thereof; and or,
 - iii) failure to correct existing violations or regulations pertaining to any particular place, vehicle or business after service of written notice thereof, whether or not related to the pending application; and or,
 - iv) competency to perform not shown to the satisfaction of the Commissioner.

Section 6. Permits and Licenses; Denial; Suspension; Revocations; Forfeiture; Effective Date

1. Except as may otherwise be ordered by the Commissioner, the denial of a permit or certificate of approval or the suspension or revocation of a permit or certificate of approval, shall become final upon notice thereof to the applicant or permittee concerned.

2. Service of a notice of denial or refusal to issue a permit or certificate of approval shall be made in the manner provided in the Code for the service of a notice of hearing.
3. A permit or written approval shall terminate and be considered forfeit and shall become null and void upon service of written notice and after a hearing under any of the following circumstances:
 - a. that the process of construction or the operation involved reveals conditions otherwise than as indicated in the approved plans, drawings, specifications and application; or,
 - b. that the construction or operation involved is a violation of any ordinance or regulation of any duly constituted government authority or any political subdivision thereof; or,
 - c. that the construction or operation involved is otherwise than in accordance with standards, rules and regulations pertaining to such construction or operation or the conditions of a permit or written approval pursuant to the provisions of New York State Public Health Law, the New York State Sanitary Code or this Code; or,
 - d. that no action has been taken under such permit or written approval within the period specified in the permit or written approval or if no period is specified, within a period of one (1) year following the date of issuance thereof, or within a period beyond which the purpose, need or usefulness of the permit or written approval no longer exists.

Section 7. Permits and Licenses; Denial; Appeal

1. Unless otherwise provided in New York State Public Health Law or the New York State Sanitary Code, whenever the Department refuses to issue a permit or a renewal thereof or a certificate of approval and no hearing has been had in the matter, the applicant may appeal such action to the Commissioner by serving a notice of appeal in writing to the Department addressed to the Commissioner within ten (10) days following the service of notice of denial or refusal to issue the permit or certificate of approval.
2. The notice of appeal shall contain:
 - a. the full name of the applicant, permittee or party affected; and,
 - b. the type of permit or a renewal thereof or certificate of approval for which the application was made or the nature of the action complained of; and,
 - c. the place of business listed in the application to which the appeal relates; and,
 - d. a statement that the applicant or permittee or other party affected appeals to the Commissioner to review the action of the Department; and,
 - e. the signature of the applicant, permittee or party affected, or, if the permittee or party affected is not an individual the signature and title of a partner or other individual of the partnership or group, or of an officer of a corporate applicant, permittee or party affected.
3. Unless otherwise provided in New York State Public Health Law, within three (3) days following service of the notice of appeal, or simultaneous with service, the applicant, permittee or party affected shall submit a memorandum addressed to the Commissioner containing his objection to the action of the Department.

4. The applicant can have a hearing unless the Commissioner feels there is no need for this except as may be otherwise prescribed by New York State Public Health Law or the New York State Sanitary Code, the Commissioner may affirm the action of the Department or it may set the matter down for a hearing upon notice as provided in Article II of this Code.

Section 8. Fees

1. Fees may be imposed for services provided by the Department in accordance with such schedule or schedules as may be adopted by the Department, County of Oneida, New York State or the United States.
2. All fees required by the Department for services, permits, licenses or filing shall be made payable to Oneida County.
3. Failure to pay an imposed fee as described in paragraph 1 of this section shall constitute a violation of this Code.

ARTICLE IV
Individual Water Supply Systems - RESERVED

ARTICLE V

Public Water Systems

Section 1. Requirements

Subpart 5.1 of the New York State Sanitary Code establishes the regulations for public water systems in the Oneida County Health District, as enacted and now or subsequently amended, with the same force and effect as though fully incorporated herein and set forth at length.

Section 2. Requirement for Emergency Plans

All community water systems shall have a written emergency plan on file with the Oneida County Health Department. Plans shall be updated as necessary or when changes are made to the water system components or every 3 years. Copies of the emergency plan are to be on file with:

1. the Town or Village Clerk, or the Treasurer of a Water Company; and
2. the Chief Executive Officer of the town or village (Town Supervisor or Village Mayor or the President of a Water Company or Facility Owner; and
3. The Oneida County Health Department; and
4. The Water System operator who is to keep this document at his office available upon request.

The content of the plan is site specific to the water system. The reference guidelines for preparation of the emergency plan can be found at the New York State Department of Health website:
https://www.health.ny.gov/environmental/emergency/water/drinking/preparing_emergency_response_plans.htm.

Section 3. Requirement for emergency electrical generation facilities at public water supply system

1. All community public water supplies serving 150 people or more or having over 25 service connections shall have standby emergency generators installed within 3 years of the adoption of this Code.
2. Emergency generators shall be of sufficient capacity so as to be capable of running any water pumps and the water disinfection and treatment equipment.
3. Those community public water supplies with less than 25 service connections or less than 150 persons served shall install such electrical equipment so as to facilitate the immediate connection to a emergency generator.
4. The Commissioner of Health may waive the provisions of items 1 or 2 as given above upon written submission of a request for waiver. The final decision on the granting of a waiver shall be at the discretion of the Commissioner.

Section 4. Bottled and Bulk Water Works; General Provisions

Subpart 5-6 of the New York State Sanitary Code establishes the regulations for bulk and bottled water systems in the Oneida County Health District, as enacted and now or subsequently amended, with the same force and effect as though fully incorporated herein and set forth at length.

ARTICLE VI

Swimming Pools and Bathing Beaches

Section 1. Applicability

The requirements of this Article shall not apply to a private swimming pool, bathing beach or other bathing facility owned and/or operated by an individual solely for the use of his family.

Section 2. Requirements

Subpart 6 of the New York State Sanitary Code establishes the regulations for swimming pools and bathing beaches in the Oneida County Health District, as enacted and now or subsequently amended, with the same force and effect as though fully incorporated herein and set forth at length.

Section 3. Pool Operator Requirements; Lifeguards; Aquatic Supervisory Staff

1. Each permittee must ensure that each lifeguard/aquatic supervisory staff have in their possession a CPR pocket-face mask at all times while on duty.

Section 4. Pool Operations and Maintenance Requirements

1. A titration type DPD test kit or another type of test kit approved by the Department shall be used at all swimming pools, for accurately testing the pool water chemistry.
2. At the discretion of the Commissioner or his authorized agent, pool operators of pools less than 3,000 square feet in surface area may be required to complete a New York State Health Department approved/recognized certified pool operator course.
3. Every 5 years, or sooner at the discretion of the Commissioner, every swimming pool shall have a ground loop impedance test performed and all GFI outlets in the pool area inspected, by a recognized electrical inspection agency. A copy of the electrical inspection report and certificate of electrical compliance shall be submitted to the Department prior to issuance of a permit.
4. A complete electrical inspection of a pool (including locker rooms, pumps, and any other areas associated with the pool) shall be made every five years, or sooner at the discretion of the Commissioner or his authorized agent, by a recognized electrical inspection agency. A copy of the electrical inspection report and certificate of electrical compliance shall be submitted to the Department.

ARTICLE VII
Temporary Residences, Mass Gatherings
and Children's Camps

Section 1. Requirements

Subpart 7 of the New York State Sanitary Code establishes the regulations for temporary residences, mass gatherings and children's camps in the Oneida County Health District, as enacted and now or subsequently amended, with the same force and effect as though fully incorporated herein and set forth at length.

1. **Temporary Residences.** At least one single-station smoke-detecting alarm device, battery operated or hardwired, must be installed on or near the ceiling in each sleeping unit. The temporary residence operator is required to check that the single-station smoke-detecting alarm device is working properly after each occupant's use of the sleeping unit, and maintain the device in proper operating condition.

ARTICLE VIII

Public Health Nuisances

Section 1. Definitions

Public Health Nuisance shall mean any condition or wrong which annoys, disturbs, or otherwise is offensive to others, which if left uncorrected, could adversely affect public health and safety of the community or persons in the neighborhood.

Section 2. Public Health Nuisances; Commissioner's Duty to Investigate

The Commissioner shall receive and examine all complaints made by any inhabitants of the Health District concerning nuisances or causes of danger or injury to life and health in the Health District and may request such complaints be made in writing.

Section 3. Public Health Nuisances; Investigations; Reports

1. The Commissioner may enter upon or within any place or premises where nuisances or conditions dangerous to life and health, or which are the causes of public health nuisances elsewhere, are known or believed to exist to inspect or examine same.
2. The owners, agents or occupants of any place or premises shall permit sanitary examinations and inspections to be made pursuant to the provisions of this Article and Title One (1) of Article Thirteen (13) of New York State Public Health Law.
3. The Commissioner shall furnish the owners, agents and occupants of the place or premises on which such conditions exist with a written statement of the results and conclusions of an examination or inspection conducted pursuant to this Article.

Section 4. Public Health Nuisances; Abatement and Suppression

1. The Commissioner shall order the suppression and removal of all public health nuisances and conditions detrimental to life and health found to exist within the Health District.
2. The Commissioner may, if the owner, agent or occupant of any place or premises whereon any public health nuisance or condition deemed to be detrimental to the public health exists, or causes the existence of such public health nuisance or condition elsewhere, fails to comply with any such order, enter upon the place or premises to remove or suppress such public health nuisance, condition or matter to which said order relates.
3. The expense of such removal and abatement shall be paid and may be collected in the manner prescribed in the Sections 1306 and 1307 of New York State Public Health Law.

ARTICLE IX

Offensive Materials

Section 1. Definitions

1. **Agriculture** and the practice of agriculture shall be defined as in Oneida County Local Law No. 1, 1998, New York State Right to Farm Law, New York State Agricultural and Markets Law, and New York State Soil and Water Conservation Law.
2. **Common** shall mean used by more than one (1) person.
3. **Container** shall mean any device in which material is stored, transported, treated, disposed of, or otherwise handled.
4. **Domestic Wastes** shall mean wastewater from such devices as swimming pool filters, water softener backwash, or other household wastes which do not contain human wastes or putresible matter.
5. **Garbage** shall mean all putresible waste, including animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking, serving or non-consumption of foods; and dead animals.
6. **Hazardous Material** shall mean any material or combination of materials which because of its quantity, concentration, use, physical, chemical, infectious or radiological characteristics and/or effects may constitute a nuisance or public health hazard.
7. **Hazardous Waste** shall mean a waste or combination of wastes which, because of its quantity, concentration, use, physical, chemical, infectious or radiological characteristics and/or effects may constitute a nuisance or public health hazard.
8. **Offensive Materials** shall mean any refuse, offal, garbage, sewage, dead animals, blood, meat wastes, brine, or any putresible organic material, or the contents of privies, cesspools, septic tanks, or chemical toilets, or any other substances or liquids which may adversely effect health.
9. **Privy** shall mean any facility or structure provided for the storage or disposal of human excreta without water carriage.
10. **Public Health Hazard** shall mean a condition, potential condition or sequence of events deemed by the Commissioner or appointed designee, which may impact or threaten the health of the public.
11. **Rubbish** shall mean all non-putresible solid or liquid waste material, including, but not limited to, paper products, rags, furniture, cans, crockery, plastic cartons, plastics, chemicals, paint, greases, sludge's, oils and certain petroleum products, wood, demolition materials and tires, except ashes.
12. **Septage** shall mean the contents of a privy, septic tank, cesspool, and chemical toilet, either liquid or solid state, or other individual sewerage treatment facility which receives domestic sewerage wastes.
13. **Vehicle** shall mean any motor vehicle or other means of transporting solid waste, including hazardous waste.

4. **Approved Material and Construction** shall mean approved by generally accepted standards or the Commissioner under the provisions of this Code or approved by any other authority so authorized by law.
5. **Basement** shall mean that space of a building that is partly below grade, which has more than one-half (1/2) of its height, measured from floor to ceiling, above the average established finished grade of the ground adjoining the building.
6. **Bathroom** shall mean enclosed space containing a minimum of one (1) water closet, one (1) lavatory and either one (1) bathtub or shower.
7. **Building** shall mean a structure wholly or partially enclosed within exterior walls, or within exterior or party walls, and a roof, affording shelter to persons, animals or property.
8. **Blighted** shall mean deteriorated, in a state of ill repair, unsanitary, decaying.
9. **Blighted Premises** shall mean any vacant buildings or structures or any portion of said property that is defined by one or more of the following:
 - a. It is determined that existing conditions pose a serious or immediate danger to the community; a life threatening condition or condition which puts at risk the health or safety of citizens.
 - b. It is not being maintained; the following factors may be considered in determining whether a structure or building is not being maintained; missing or boarded windows or doors; a collapsing or missing wall; sagging or collapsing roof or floor; siding that is seriously damaged or missing; fire damage; a foundation that is seriously damaged, deteriorated or missing; a foundation that is structurally faulty; garbage, trash or abandoned cars situated on the premises, unless the premises is a legal junk yard.
 - c. It is becoming dilapidated.
 - d. It is a fire hazard.
 - e. It is a factor in materially depreciating property values in the immediate neighborhood because of its poorly maintained condition.
 - f. It is a factor creating a substantial and unreasonable and lawful use and enjoyment of other space in the building or of other premises within the neighborhood.
 - g. It constitutes a health or sanitary problem or condition.
10. **Central Heating System** shall mean a single system supplying heat to one or more dwelling units.
11. **Cellar** shall mean that space of a building that is partly or entirely below grade, which has more than one-half (1/2) of its height, measured from floor to ceiling, below the average established finished grade of the ground adjoining the building.
12. **Clean** shall mean free from dirt, contamination, unsoiled and unstained.
13. **Condition Conducive to Lead Poisoning** shall mean:
 - a. the presence of lead paint or other similar surface coating on any accessible mouthable surface or any other surface condition accessible for ingestion or inhalation, where peeling, cracking, blistering, flaking, chipping or powdering of such paint or similar surface coating material occurs or is likely to occur; and/or,
 - b. the presence of other environmental conditions which may result in significant lead exposure.
14. **Dilapidated** shall mean a state of decay or partial ruin.

15. **Dwelling** shall mean any building or structure which is wholly or partly used or intended to be used for living or sleeping by human occupants.
16. **Dwelling Unit** shall mean any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.
17. **Egress** shall mean a continuous and unobstructed way of going safely to the outside of a dwelling or building.
18. **Extermination** shall mean control and elimination of insects, rodents and vermin by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping, or by any other approved means of pest elimination.
19. **Exit** shall mean a way of departure from the interior of a building or structure to the exterior at street or grade level accessible to a street, consisting of:
 - a. corridors, stairways and lobbies enclosed in construction having a fire-resistance rating, including the door openings thereto from a habitable, assembly or occupied space;
 - b. an interior stairway;
 - c. a horizontal exit;
 - d. a door to the exterior at grade; or
 - e. an exterior stairway or ramp.
20. **Floor Area** shall mean the floor area within surrounding walls of a building or portions thereof.
21. **Family** shall mean a household constituting a single housekeeping unit occupied by one or more persons.
22. **Garage** shall mean a building or structure closed on at least three sides, used for the storage of automotive vehicle or vehicles.
23. **Garbage** shall mean putresible solid waste, including animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking or serving of foods; and dead animals.
24. **Generally Accepted Standard** shall mean a specification, code rule, guide or procedure in the field of construction or related thereto, recognized and accepted as authoritative.
25. **Graffiti** shall mean any etching, painting, covering up, drawing upon or other mark upon public or private property so as to deface said property.
26. **Guest** shall mean any person who shares a dwelling unit in a nonpermanent status for not more than thirty (30) consecutive days.
27. **Habitable Space** shall mean any room or enclosed space used or intended to be used for sleeping, living, cooking or dining purposes, excluding enclosed spaces such as utility rooms, closets, pantries, baths or toilet rooms, hallways, cellars, storage spaces, garages and similar spaces.
28. **Heated Water** as used in this Article shall mean water heated to a temperature of not less than one hundred and twenty (120) degrees Fahrenheit.

29. **Household** shall mean a family.
30. **Infestation** shall mean the presence within or around a dwelling of any insects, rodents or other pests.
31. **Lot** shall mean an area contained within lot lines shown on a properly recorded subdivision map or similar document approved pursuant to the Zoning Rules and Regulations or described in a recorded deed or approved as a lot by any applicable regulation. Areas shown on maps or described in deeds which are contiguous shall be deemed separate lots unless otherwise specified as one lot in said instrument.
32. **Mixed Occupancy** shall mean occupancy of a building in part for residential use and in part for some other use not accessory thereto.
33. **Multiple Dwelling** shall mean any dwelling containing more than two (2) dwelling units.
34. **Occupied Space** shall mean space within a building wherein persons normally work or remain for a period of time.
35. **Occupant** shall mean any person living, sleeping, cooking or eating in a dwelling unit; except that a guest will not be considered as an occupant.
36. **Operator** as used in this Article shall mean any person who has charge, care or control of a building, or part thereof, in which there are dwelling units.
37. **Owner** as used in this Article shall mean any person who:
 - a. shall have legal title to any dwelling or dwelling units, with or without accompanying actual possession thereof; or,
 - b. shall have charge, care or control of any dwelling or dwelling unit, as owner, lessee, mortgagee or vendee in possession, assignee of rents; or, as a receiver; or, an executor, administrator, trustee or guardian of the estate of the owner. Any agent for any of the above shall be bound to comply with the provisions of this Article to the same extent as if he were the owner.
38. **Permissible Occupancy** shall mean the maximum number of persons permitted as family or household to reside in a dwelling unit based on the square feet per person in habitable rooms.
39. **Plumbing** shall mean the practice, materials and fixtures used in the installation, maintenance, extension and alteration of piping, fixtures, appliances and appurtenances in connection with any of the following; sanitary drainage or storm drainage system, the attendant vent systems, and the water supply systems, within or adjacent to any building or structure, to their connections with public systems or other terminals acceptable to the Commissioner.
40. **Potable Water** shall mean water which is approved for drinking, culinary and domestic purposes.
41. **Premises** shall mean a lot, plot or parcel of land including the building or structures thereon.
42. **Privacy** shall mean the ability of a person to carry out an activity without interruption or interference by persons outside of the household.

43. **Rat Harborage** shall mean any place where rats can live, nest or seek shelter.
44. **Rat Proofing** shall mean a form of construction or method which will prevent the ingress or egress of rats to or from a given space or building, or gaining access to food, water or harborage.
45. **Rooming Unit** shall mean a habitable room or space within a rooming house intended for living and sleeping, but not for cooking or eating purposes.
46. **Sanitary** shall mean free from agents of infection or disease.
47. **Secure** shall mean to render inaccessible to unauthorized entry by closing, bolting, repairing, boarding or otherwise fastening all doors, windows and other openings through which unauthorized entry may be gained.
48. **Structure** shall mean an assembly of materials, forming a construction framed of component structural parts for occupancy or use, including buildings.
49. **Supplied** shall mean paid for, furnished, provided by or under the control of the owner or operator.
50. **Unoccupied hazard** shall mean any building or structure or a substantial part thereof which remains unoccupied for a period of more than sixty (60) days with either doors, windows or other openings broken, removed, boarded or sealed up.
51. **Vacant building** shall mean a building which is not occupied, used or lived in.
52. **Vacant lot** shall mean a lot, other than agricultural and park lands, which is not improved by a structure and is not regularly maintained.
53. **Weeds** shall mean all grasses, annual plants and vegetation, other than trees or shrubs provided, however, this term shall not include cultivated flowers and gardens.
54. **Workmanlike** shall mean performed in a skilled manner in accordance with generally accepted standards, generally, plumb, level, square, in line, undamaged, and without marring adjacent work.
55. **Yard** shall mean an open space on the same lot which contains a building, and located between the building line and the lot line with the particular building line faces.

Section 3. Meaning of Certain Words

Whenever the words "dwelling," "dwelling unit," "premises," or "structure" are used in this Article, they shall be construed as though they were followed by the words "or any part thereof."

ARTICLE XI-1 Housing Hygiene

Section 1. Occupancy and Letting

No owner or other person shall let, occupy, or offer to let, to another person any dwelling or dwelling unit unless it and the premises are clean, sanitary, fit for human occupancy and comply with the requirements of this and all other applicable State and local laws, codes, rules and regulations.

Section 2. Dwelling Unfit for Human Habitation

Whenever the Commissioner finds that any dwelling constitutes a serious hazard to the health or safety of the occupant or to the public because it is dilapidated, unsanitary, vermin-infested or lacking in the facilities required by this Article, he shall designate such dwelling unfit for human habitation, order the dwelling vacated, and cause to be posted on the main entrance of any dwelling so closed, a placard with the following words: **"USE OF THIS BUILDING FOR HUMAN HABITATION IS PROHIBITED AND UNLAWFUL."**

Section 3. Responsibilities of Owners and Occupants

1. Every owner of a dwelling containing two (2) or more dwelling units shall maintain in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.
2. Every occupant of a dwelling or dwelling unit shall maintain in a clean and sanitary condition that part or those parts of the dwelling, dwelling unit and premises thereof that he occupies and controls.
3. Every occupant of a dwelling or dwelling unit shall store and dispose of all his rubbish in a clean, sanitary and safe manner.
4. Every occupant of a dwelling or dwelling unit shall store or dispose of all his garbage in a clean, sanitary and safe manner. Rodent-proof, insect-proof, watertight refuse containers shall be used for storage pending disposal or collection.
5. Every owner of a dwelling containing three (3) or more dwelling units shall supply adequate facilities or refuse containers for the clean, sanitary and safe storage and/or disposal of rubbish and garbage.
6. Every occupant of a single or two-family dwelling shall be responsible for providing facilities or refuse containers for the clean, sanitary and safe storage and/or disposal of rubbish and garbage.
7. Screens, double doors, storm doors and windows
 - a. Every owner of a dwelling unit shall be responsible for providing and hanging all screens and double or storm doors and windows whenever the same are required under the provisions of this Article, except where a written agreement between the owner and the occupant provides otherwise.
 - b. In the absence of a written agreement between the owner and occupant providing otherwise, maintenance or replacement of screens, storm doors and windows, once installed it becomes the responsibility of the occupant.
8. Extermination
 - a. Every owner and/or occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and,
 - b. Every owner and/or occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for the extermination of any insects, rodents or other pests whenever his dwelling unit is the only one infested.

- c. Notwithstanding the foregoing provisions of this Section, whenever infestation is caused by failure of the owner to maintain a dwelling or premises in a rat-proof or reasonable vermin-proof condition, extermination shall be the responsibility of the owner; and,
- d. Whenever infestation exists in two or more of the dwelling units in any dwelling, or in shared or public parts of any building containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.
- e. Every owner or occupant of a dwelling or dwelling unit shall not store, place or allow to accumulate any refuse that may serve as food or harborage for rodents in a site accessible to rodents.
- f. Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein a clean, sanitary and operable condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.
- g. Every occupant shall keep his domestic animals and pets in a clean and sanitary manner and under control.

Section 4. Minimum Standards for Basic Equipment and Facilities

No person shall occupy or let, or offer to let, to another for occupancy any dwelling or dwelling unit, for the purposes of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

1. Kitchen Requirements

Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked and which room shall have adequate floor area available for occupant use and be equipped with the following:

- a. A kitchen sink in good working condition and properly connected to a potable water supply system which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to a public sewer system or individual subsurface sewage treatment system that complies with the requirements of New York State Public Health Law, the New York State Sanitary Code and any other applicable codes, rules and regulations;
- b. Cabinets and/or shelves for the storage of eating, drinking and cooking equipment and utensils, and of food that does not require refrigeration for safe keeping; and a counter or table for food preparation; provided further that, the above mentioned shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effects to food; and,
- c. A stove, or similar device, for cooking food and a refrigerator for the safe storage of food at temperatures less than forty-five (45) degrees Fahrenheit, but more than thirty-two (32) degrees Fahrenheit, which are properly installed with all necessary connections for safe, sanitary and efficient operation; provided that such stove and refrigerator need not be installed when the occupant is expected to provide same on occupancy, and sufficient space for the safe and efficient installation and operation of said stove and refrigerator is provided.

2. Bathroom Requirements

Every dwelling unit shall have a non-habitable room which affords privacy to a person within said room and which is equipped with the following all of which shall be in good working condition and properly connected to a potable water system and to a public sewer system or individual sewage treatment system that complies with the requirements of New York State Public Health Law, the New York State Sanitary Code and any other applicable codes, rules and regulations;

- a. A flush water closet; and
- b. A lavatory sink provided at all times with an adequate amount of heated and unheated running water under pressure; and
- c. A bathtub or shower provided at all times with an adequate amount of heated and unheated running water under pressure.

Section 5. Minimum Thermal Standards; Heating and Cooling

No person shall occupy or let, or offer to let, to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

1. Every dwelling shall have heating facilities which are properly installed, and are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms and bathrooms in every dwelling unit as noted in Subsection 2 below.
2. The owner is responsible for furnishing the heat unless the rental agreement provides otherwise. Where the owner is responsible for the heat, the temperature shall be maintained at not less than sixty-eight (68) degrees Fahrenheit at a distance of eighteen (18) inches above the floor level and three (3) feet from an outside wall.
3. Unvented flame space heaters should be installed following manufacturer's directions. Vented space heaters must have back draft diverters.
4. Gas-fueled space or water heaters and accessories or controls shall be installed in accordance with the requirements of the Uniform Code.
5. Solid fuel burning stoves shall be installed and connected to a chimney in accordance with the requirements of the Uniform Code.
6. Portable electric heaters shall be of a type approved by appropriate local or State codes, or meet the standards of the National Electric Code and meet the provisions of Subsection 1. above.

ARTICLE XI-2 PROPERTY MAINTENANCE

Section 1. General Requirements

All premises within the Oneida County shall be maintained in conformity with the provisions of this Code or the local government Housing and Building Codes Ordinance, whichever is more restrictive, so as to assure the desirable character of the property.

Section 2. Buildings and Structures

1. Exterior surfaces, including but not limited to, foundations, roofs, floors, walls, ceilings, doors, windows of buildings and structures shall be maintained free of deterioration including general dilapidation or specific instances of peeling, disrepair, warping, splintering or rotting.

2. Exterior surfaces of buildings and structures not inherently resistant to deterioration by the natural elements shall be periodically treated by appropriate means and materials suitable for preservation of said exterior.
3. Graffiti shall be removed from all exterior surfaces, upon all building and structures and all interior surfaces in public space.
4. Buildings and structures shall be maintained in such condition so that they shall not become an unoccupied hazard.
5. Building/structure shall be maintained free of trash, debris, rubbish and garbage.
6. The owner of a vacant building shall take such steps and perform such acts as may be required of him by the Commissioner from time to time to insure that the building and its adjoining yards remain safe and secure and do not present a hazard to adjoining property or the public. If a board up is required by the Commissioner, the standards and procedures used shall be established and approved by the Commissioner.

Section 3. Infestation and Screening

1. Grounds, buildings and structures shall be maintained free of insect, vermin and rodent harborage and infestation. Methods used for exterminating insects, vermin and rodents shall conform with generally accepted practice.
2. Where the potential for rodent infestation exists, windows and other openings in basements shall be appropriately rat-proofed with wire mesh or other suitable materials.
3. From May 1 to November 1, entrances to buildings containing food preparation areas, food service areas, or any areas where products used in food for human consumption are processed, manufactured, packaged or stored shall be provided with self-closing type device. Windows or other openings used for ventilation shall be appropriately screened. Screens shall not be required for windows located sixty (60) or more feet above grade, as to be free of mosquitoes, flies and other flying insects.
4. The exterior of every structure used for human habitation shall be so maintained as to be vermin and rodent free. Where rodent or vermin problems exist, all exterior windows, doors and other openings, two (2) feet above ground level and below, shall be screened, or protected with acceptable wire mesh or other approved material. Defects, cracks or holes shall be tightly sealed to prevent the entrance of vermin and rodents.

Section 4. Solid Waste

1. Exterior property area shall be kept free from organic and inorganic material that might become a health, injury or fire hazard.
2. Adequate sanitary facilities and methods shall be used for the collection, storage, handling and disposal of garbage or rubbish. It shall be prohibited to store or accumulate garbage or rubbish in halls and stairways. Solid waste shall be stored in regulation containers.
3. Solid waste and recyclables shall be set out in accordance with the laws, rules and regulations of the Solid Waste Authority.

Section 5. Domestic Animals and Pets

1. Domestic animals and pets shall not be kept on any premises in such a manner as to create unsanitary conditions or to constitute a nuisance.
2. Domestic animals and pets shall be maintained in accordance with applicable requirements of this Code and all other local and state codes, rules and regulations.
3. Unsanitary conditions, inappropriate types of pets or animals and excessive numbers of them constitute conditions which may be considered a public health nuisance under this Code.

Section 6. Lead Paint

1. No owner or occupant shall use a paint containing more than one half of one percent (.5%) of metallic lead, based on the total nonvolatile content of the paint, on the interior of any apartment or room in any dwelling or the exterior of any structure to which this Code applies, or in any location accessible to children on the interior or exterior of any said dwelling.
2. Existing conditions conducive to lead poisoning shall be eliminated in accordance with Part 67-2 of the State Sanitary Code and Article X of this Code.

Section 7. Designation and Vacation of Unfit Premises

1. Unfit premises shall be any premises within the scope of this Code, having any of the following defined defects and may be designated by the Commissioner as unfit for human habitation or dangerous to human life or detrimental to health and may be so placarded:
 - a. The structure lacks any of the following including, but not limited to sanitation, heat or other facilities adequate to protect the health and safety of the occupants or the public; and/or
 - b. The structure or premises is abandoned or damaged, or decayed, or dilapidated, or unsanitary, or unsafe or vermin infested in such a manner as to create a serious hazard to the health and safety of the occupants or the public; and/or
 - c. The structure or premises, because of the location, general conditions, state of premises, or number of occupants, is so unsanitary, unsafe, overcrowded or otherwise detrimental to health and safety that it creates a serious hazard to the health and safety of occupants or the public; and/or
 - d. The structure, because of the failure of the owner or occupant to comply with such notice and orders, issued pursuant to this Code, is unfit for human habitation or dangerous to human life or detrimental to health.
2. Whenever the Commissioner determines that any premises are unfit for human habitation or dangerous to human life or detrimental to health as provided herein, he must include such finding within the notice and order, along with a statement of his intent to order the premises vacated and to placard said premises, if compliance with the provisions of the notice and order has not been secured.
3. Whenever a notice and order as provided herein has not been complied with, the Commissioner may placard said premises directing the premises or any part thereof to be vacated, and the tenants affected thereby shall be notified of such designation.

4. Any premises ordered placarded and vacated as provided herein, shall be vacated within such reasonable time as the Commissioner may specify in the order. No such premises shall again be used or the placard removed until written approval is secured from the Commissioner.
5. The owner of any such premises which have been designated as unfit for human habitation or dangerous to human life or detrimental to health shall make such premises safe and secure for the protection of the public.
6. The owner of the premises designated as unfit for human habitation may correct the violation, regardless of cost, provided that the requirements of the applicable building code are satisfied.
7. In the event that premises designated as unfit are reoccupied prior to the issuance of written approval for reoccupancy, after having been vacated pursuant to such order, then in such event the act or omission of the owner or person responsible therefor which caused or permitted the unfit premises to be reoccupied shall be deemed a violation of said order. Such violation shall commence on the date the unfit premises are reoccupied and continue until a written approval for reoccupancy is issued or the unfit premises are vacated again and made secure.

Section 8. Vacant Properties; Demolition

1. Purpose

In the County of Oneida there are vacant structures which do not possess the protective measures normally provided by legal occupants, making such structures subject to unlawful entry, vandalism and fires. Therefore, these vacant structures present a potential health and safety hazard to the general public, immediate neighbors and residents and public employees performing municipal duties and services in the area or at the site of the vacant structure.

2. Owner's Duties

- a. Vacant buildings. It shall be the duty of every owner or person responsible for a property which has a vacant building thereon:
 - i) To maintain the building in a safe and sanitary condition and in compliance with this Code.
 - ii) To secure the building to prevent unauthorized entry; and
 - iii) To maintain the yard free of garbage, trash, debris, high grass and overgrown weeds.

3. Vacant Lots

It shall be the duty of every owner or person responsible for a vacant lot to maintain the lot in a safe and sanitary condition and in compliance with this Code. It shall also be the duty of every owner or person responsible for a vacant lot to maintain the lot free of garbage trash, debris high grass and overgrown weeds, except for approved designated future development sites in a wooded setting which need not be mowed.

4. Maintenance and Securing of Vacant Buildings and Clearing of Vacant Lots:

- a. Notification of owners.

If the Commissioner determines that a vacant building or a lot is in violation of this Code, he shall notify the owner of that determination and order the owner to maintain and secure the building or maintain or clear the lot. Notice shall be sufficient if said notice is sent to the owner by certified mail addressed to the owner's last address known to the Department.

- b. Discharge of owner's duties by The County.
 - i) If the owner or person responsible therefor fails to comply with the order within ten (10) days after the order is sent, the Commissioner may have the owner's duties discharged by County employees, designees or contractors. It shall be the personal obligation of the owner to reimburse the County for its expenses incurred in discharging said owner's duties.
 - ii) If the owner has previously disregarded the order of the Commissioner and thereafter the property again is in violation of this section, the Commissioner may again discharge the owner's duties, at the owner's expense, without notice to the owner.
- c. The Commissioner may utilize any other remedies available to him to obtain compliance with his order.

Section 9. Provision to Make Repairs or Demolish

1. Whenever a notice and/or order to remove a violation, secure, vacate or demolish a building has not been complied with, the Commissioner may proceed to cause the violation to be removed or corrected or the structure to be demolished, repaired, altered, secured or vacated, or to take such other legal action as is necessary.
2. Notwithstanding the aforementioned Subsection (1) above, the County Attorney on behalf of the County of Oneida, may commence a special proceeding in a court of competent jurisdiction to collect the costs of demolition and other expenses incurred by the County in removing or correcting violations, including reasonable and necessary legal expenses incidental to obtaining an order to demolish, from the owner of any building, structure or lot that may now be or shall hereafter become dangerous or unsafe to the public. The provisions of Article 4 of the Civil Practice Law and Rules shall govern any special proceeding commenced under this Section; or
3. All expenses, costs and other charges incurred by the County, including legal expenses shall be deemed a lien against the subject real property and shall be charged as a special assessment and collected by the County in the same manner as real property taxes. All special assessments shall be imposed by resolution of the Board of Legislators.

ARTICLE XII

Realty Subdivisions

Section 1. Requirements

Part 74 of the New York State Sanitary Code establishes the regulations for approval of realty subdivisions in the Oneida County Health District, as enacted and now or subsequently amended, with the same force and effect as though fully incorporated herein and set forth at length.

Section 2. Coordination with Office of the Oneida County Clerk

Subdivision applicants will complete the Oneida County Department of Health Declaration of Review/Minor Subdivision form to be review by Health Department Staff. Subdivision maps cannot be filed in the Oneida County Clerk's Office without sign off from the Oneida County Department of Health.

ARTICLE XIII
Individual Sewage Treatment Systems - RESERVED

ARTICLE XIV

Service Food Establishments

Section 1. Requirements

Subpart 14 of the New York State Sanitary Code establishes the regulations for service food establishments in the Oneida County Health District, as enacted and now or subsequently amended, with the same force and effect as though fully incorporated herein and set forth at length.

Section 2. Permit Required

1. It shall be unlawful for any person to operate a service food establishment in the County unless such person possesses a valid permit issued by the Commissioner, pursuant to this Article, to operate such service food establishment.
2. Only persons who comply with the requirements of Subpart 14 of the New York State Sanitary Code shall be entitled to receive and retain such permit to operate a service food establishment.
3. A permit to operate a service food establishment may be suspended or revoked by the Commissioner pursuant to Subpart 14 of the New York State Sanitary Code upon violation by the holder of any of the requirements of said Subpart 14 of the New York State Sanitary Code.

Section 3. Enforcement

1. A progressive fine schedule may be used for repeated violations of Subpart 14 not to exceed penalties prescribed in Article II, Section 18.1 and 18.2 of this Code.

ARTICLE XV

Communicable Diseases

Section 1. Requirements

Communicable diseases are governed by the standards set forth in 10 NYCRR Part 2 and Article 21, Control of Acute Communicable Diseases; Article 22, Control of Tuberculosis; and Article 23, Control of Sexually Transmitted Diseases, of New York State Public Health Law.

Section 2. Animal Rabies Control

1. Policy

It is hereby declared to be the policy of the Oneida Health District to assure that all dogs and cats within the County are appropriately vaccinated for rabies, minimize the risk for human exposure and that post-exposure treatments are received when needed.

2. Definitions

- a. **Bite** shall mean to seize by the teeth so that the skin of the person or animal has been nipped or gripped, wounded or pierced and includes probable contact of saliva with a break or abrasion of the skin or with any mucous membrane.
- b. **Cat** shall mean all cats within the County of Oneida, three months of age or older.
- c. **Dog** shall mean all dogs within the County of Oneida, three months of age or older.
- d. **Owner/Responsible Person** shall mean any person who keeps or harbors a cat or dog who has it in his care or permits it to remain on or about any premises occupied by him.
- e. **Proof of Vaccination** shall mean a rabies vaccination certificate signed by a licensed veterinarian indicating a valid rabies or vaccination received subsequent confinement or quarantine.
- f. **Rabies Vaccine** shall mean an animal rabies vaccine licensed by the United States Department of Agriculture and administered according to the recommendations of the National Association of State Public Health Veterinarians. Where a species specific licensed vaccine is not available, off label vaccinations are acceptable if administered under the advice and direction of a licensed veterinarian.
- g. **Six-month (6) Quarantine** shall mean isolated for a period of six months either in a veterinary hospital approved the Commissioner, at an animal shelter, or in a locked enclosure approved by the Commissioner as being so constructed and maintained so that the animal cannot escape and cannot have contact with any other animal or any human being.
- h. **Ten-day (10) Confinement** shall mean that a dog or cat bite, or human exposure to a dog or cat requires that the biting animal be confined for ten (10 days). A confined animal is penned, tied or kept indoors at all times. The dog or cat may not be at large. Confinement may be at the owner's home in a manner and method approved by the Commissioner, a veterinary hospital or at an animal shelter.

- i. **Current Vaccination** shall mean rabies vaccination for a dog or cat which shall begin 14 days following primary vaccination and continue for the period stated in the manufacturer's instructions.
3. Reporting Requirements; Quarantine and Confinement Requirements; Anti-rabies Vaccination Requirements:
 - a. It shall be the duty of the attending physician to report immediately to the Commissioner, the full name, age and address of any person under such physician's care or observation who has been bitten by a dog or cat or an animal having rabies or suspected of having rabies.
 - b. It shall be the duty of every health care provider who has cause to believe that human contact has occurred with a rabid animal or animal suspected of being rabid by the health care provider which requires rabies prophylaxis subsequent to the exposure to report the initiation of such prophylaxis and all pertinent facts relating to any such bite, exposure or treatment to the local health authority.
 - c. It shall be the duty of every peace officer, police officer and duly appointed animal control officer or dog control officer to report to the Commissioner the full name, age and address of any person who has been bitten by a dog or cat or an animal having rabies or suspected of having rabies. A description of the dog or cat, its age, sex, breed, the name, address and telephone number of the owner shall also be reported to the Commissioner.
 - d. If no health care provider is in attendance and the person exposed/bitten is a child, it shall be the duty of the parent or guardian to make such report immediately. If the person exposed/bitten is an adult, such person shall make the report himself, or if incapacitated, it shall be made by whomever is caring for such person.
 - e. The Commissioner may cause any dog or cat that has bitten any person, to be confined in a veterinary establishment or animal-holding facility or upon the premises of the owner in a manner approved by the Commissioner, for ten (10) days regardless of the vaccination status of the animal.
 - i) Should dog or cat develop active signs of rabies within the ten-day period, it shall be destroyed and the brain submitted to the rabies lab for testing, under the direction of the Commissioner.
 - ii) Should such dog or cat not develop active signs within the 10-day confinement period, confinement shall continue until such time proof of a current vaccination is received by the Commissioner or his representative.
 - iii) The ten (10) day animal confinement must be verified by a representative of the Commissioner or his designee.
 - iv) The expense of such confinement and vaccination shall be that of the owner.
 - f. The Commissioner may cause to be secured and quarantined or destroyed any dog or cat within Oneida County not having proof of a current rabies vaccination suspected of having rabies or being exposed to rabies in such a manner as may be necessary to rule out the possibility of rabies infection.
 - i) Such dog or cat shall be destroyed in such a manner approved by the Commissioner unless it shall be quarantined in accordance with the six (6) month quarantine procedure.
 - ii) When such animal is isolated according to the six (6) month quarantine and develops active signs of rabies, it shall be destroyed.

- iii) When the animal does not develop active signs during the isolation period, it shall continue to be isolated until such time proof of a current vaccination is received by the Commissioner or his representative.
 - iv) The six (6) month quarantine of the animal must be verified by a representative of the Commissioner or his representative.
 - v) The expense of requirements of this Subsection shall be that of the owner.
- g. Dogs or cats vaccinated with a three-year vaccine within two weeks to three years prior to exposure, may remain under the owner's immediate control provided that a booster injection of such vaccine is given within five (5) days of the date of exposure.
- h. All dogs and cats in Oneida County, 3 months of age or older, shall be vaccinated for the prevention of rabies by a method approved by the Commissioner.
 - i) The duration of the vaccine's immunity shall be consistent with the specifications of the rabies vaccine used.
 - ii) Evidence of vaccination shall consist of a certificate signed by a licensed veterinarian, with the original certificate given to the owner and a copy retained by the person administering the vaccine. The certificate shall legibly include a description of the dog or cat, its age, sex and breed; the name and address of the owner; the name of the manufacturer of the vaccine, its type and lot number used; and the date the dog and/or cat shall be re-vaccinated.
- i. No person shall own or harbor on their property any unvaccinated dog or cat.
 - i) The Commissioner may cause that any unvaccinated cat or dog may be seized and secured by dog or animal control officer or animal holding facility until such time a rabies vaccination certificate is received by the Commissioner or 10 days whichever is less.
 - a. After 10 days the holding facility shall dispose of said animal in accordance with facility policy.
 - b. The expense of seizing, securing and vaccinating or disposing of such animal shall be that of the owner.
- j. The Department shall notify the animal control officer of the municipality responsible for the licensure of dogs of any dogs not having valid vaccinations.

**ARTICLE XVI
RESERVED**

ARTICLE XVII
Mobile Home Parks

Part 17 of the New York State Sanitary Code establishes the regulations for mobile home parks in the Oneida County Health District, as enacted and now or subsequently amended, with the same force and effect as though fully incorporated herein and set forth at length.

**ARTICLE XVIII
TOBACCO**

All of New York State Public Health Law Article 13 applies for Oneida County.

ARTICLE XIX
MIGRANT FARMWORKER HOUSING

Subpart 15 of the New York State Sanitary Code establishes the regulations for migrant farm worker housing in the Oneida County Health District, as enacted and now or subsequently amended, with the same force and effect as though fully incorporated herein and set forth at length.



Oneida County

Office for the Aging & Continuing Care

Michael J. Romano
Director

Anthony J. Picente, Jr.
County Executive

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

March 29, 2018

FN 20 18-127

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between the Oneida County Office for the Aging and Continuing Care and U.S. Care Systems Inc., for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

This Agreement is for the provision of Personal Care Services which will continue to provide in-home care services to the frail and elderly, and assist older consumers to delay or divert nursing home placement. The total amount of this Agreement is \$261,810.00, with 75% State funds (\$196,357.50) and 25% County funds (\$65,452.50). This Agreement commences April 1, 2018 and terminates March 31, 2019.

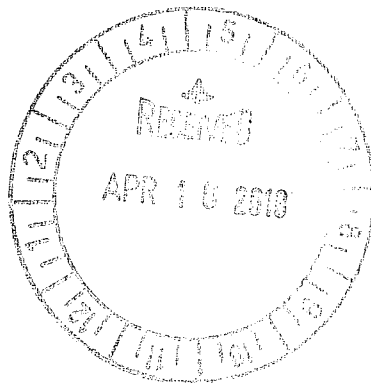
I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/jc

Enclosure



Reviewed - Approved
Anthony Picente
4-10-18

Oneida Co. Department: OFA/OCC

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: U.S. Care Systems Inc.
2614 Genesee Street
Utica, New York 13502

Title of Activity or Service: Personal Care Services

Proposed Dates of Operation: April 1, 2018 through March 31, 2019

Client Population/Number to be Served: Approximately 117 clients, age 60 or older.

Summary Statements:

1) Narrative Description of Proposed Services

To provide non-medical homemaker/personal care services to Oneida County residents age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e., bathing, dressing, toileting) or two Instrumental Activities of Daily Living (i.e., housekeeping, shopping, and preparing meals).

2) Program/Service Objectives and Outcomes:

- To provide personal care services to frail, disabled, or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Aide/Associate (PCA Level I) include:
 - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for client, laundering, and transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Aide/Associate (PCA Level II) include:
 - All of PCA Level I tasks as well as bathing, dressing, grooming, assistance toileting, preparation of meals, feeding, and administering medications.

3) Program Design and Staffing

Personal Care Aides/Associates will provide a variety of services that include physically assisting clients with medical needs. Housekeeper/Chore Aides/Associates will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II Aides/Associates and make regularly scheduled visits to client homes to ensure client satisfaction with services.

Total Funding Requested: \$261,810.00 Account #: A6774.49599

Oneida County Dept. Funding Recommendation: \$261,810.00

Proposed Funding Sources (Federal \$/ State \$/County \$):

Federal: 0% (\$0) State: 75% (\$196,357.50) County: 25% (\$65,452.50)

Cost Per Client Served: \$21.20 per hour for homemaker/personal care (PCA Level II)
\$20.55 per hour for housekeeper/chore (PCA Level I)

Past Performance Data: Current provider of personal care services for OFA EISEP clients.

O.C. Department Staff Comments: N/A

AGREEMENT

This is an Agreement made by and between U.S. CARE SYSTEMS INC., a domestic business corporation organized and existing under the laws of the State of New York, with its principal offices located at 2614 Genesee Street, Utica, New York 13502, 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, New York 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**," each party to the Agreement shall be individually referred to as the "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSEP, CSI, SNAP, HIICAP, MIPPA/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 of this Agreement shall commence **April 1, 2018 and terminate March 31, 2019**.

B. The **COUNTY** and the **CONTRACTOR** may negotiate this Agreement annually. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** on an annual basis, and **COUNTY** reserves the right to seek the same or similar services from third parties.

2. SCOPE OF SERVICES- EISEP/III-E SERVICES

A. The **CONTRACTOR** shall provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the **COUNTY'S** EISEP/III-E Programs. The **CONTRACTOR** shall provide homemaker/personal care (PCA Level II) and housekeeper/chore (PCA Level I) services to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living (hereinafter collectively known as the "Client" or "Clients").

B. The **CONTRACTOR** and **COUNTY** agree that all EISEP/III-E funded homemaker/personal care (PCA Level II), housekeeper/personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the **CONTRACTOR** shall be prior approved and authorized by the Client's Case Manager and pursuant to the Client's Home Care Plan.

C. The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Health regulations for the Medicaid Program.

D. The **COUNTY** and **CONTRACTOR** agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite service Clients shall be provided environmental support and personal care functions.

E. The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) aide/associate in accordance with New York State regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the Client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)

- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the Client; (Level I & II)
- 7) some or total assistance with Client's laundry; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the Client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the Client on and off the bedpan, commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)
- 18) some assistance, at the request of the Client, with self-administration of medication, including prompting Client of time, bringing the medication to the Client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the Client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to Clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II)
- 21) assistance with changing of simple dressings. (Level II)

F. For the activities described herein, the measure of a unit is equal to one (1) hour of service to or on behalf of the Client.

G. The **CONTRACTOR** agrees to assign a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

H. The **COUNTY** and **CONTRACTOR** agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community respite aides/associates shall have a designated qualified supervisor(s) who shall ensure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite aide/associate as (s)he carries out duties and responsibilities.

I. The **CONTRACTOR** understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) aide/associate is to provide services to the Client;
- 2) demonstrate and instruct the aide/associate and the Client concerning specific tasks to be performed in accordance with the Client's Home Care Plan;
- 3) provide information concerning the **CONTRACTOR**;
- 4) clarify the roles and responsibilities of the aide/associate, the Client, and the supervisor in relation to the Client's Home Care Plan;
- 5) conduct scheduled visits to the Client's home at least every six (6) months;
- 6) conduct unscheduled visits to the Client's home at least one (1) time a year;
- 7) evaluate the aide/associate's performance of the required tasks;
- 8) provide to the aide/associate appropriate information, consultation, instruction and demonstration as needed;
- 9) determine the extent to which Client needs are appropriately and adequately being met;
- 10) follow-up, as specified by the Client's Case Manager, to report the findings of the supervisory visit; and
- 11) provide an opportunity to discuss in private with the Client or Client's authorized representative the service being provided.

J. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met or the Client is not available to receive services, or a change in the Client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **COUNTY** immediately via the approved fax form.

K. Any incident that occurs in an aide/associate's presence that affects the health or well-being of a Client must be reported immediately in writing to the **COUNTY** on the specified fax form.

L. The **CONTRACTOR** shall provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and respite aides/associates with training as required by the New York State Department of Health. Each aide/associate shall be instructed on how to work with the elderly. Each aide/associate shall receive an orientation, prior to delivering any in-home services.

M. Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the aide/associate may/may not perform;
- 2) the policies and procedures of the **CONTRACTOR'S** agency; and
- 3) the rights of Clients as set forth in the EISEP standards and regulations.

N. MEDICAID PROCEDURES:

- 1) The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to individuals in adult residential care facilities which had previously been provided by such facility.
- 2) The **COUNTY** shall assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the Clients.
- 3) The **CONTRACTOR** shall bill Medicaid and credit the **COUNTY** for the billed amount for any EISEP/III-E Client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date. The **COUNTY** shall process prior approvals for Medicaid billing for services provided in this section.
- 4) The **COUNTY** shall notify the **CONTRACTOR** of Client approval for Medicaid.
- 5) The **CONTRACTOR** shall credit the **COUNTY** for Medicaid payments received.
- 6) The **CONTRACTOR** and the **COUNTY** shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.
- 7) The **COUNTY** shall process prior approvals for Medicaid billing for services provided in this section.
- 8) The **CONTRACTOR** shall work in cooperation with the **COUNTY** to develop a comprehensive service delivery system for the EISEP/III-E Program.

O. Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **COUNTY** remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both **CONTRACTOR** and **COUNTY** staff to the Home Care Plan established for the Clients.

P. The **COUNTY** shall provide the **CONTRACTOR** with a Home Care Plan, confirmation of documentation, and a PCA approval form for each Client. This documentation shall be provided at the time of referral and every six months thereafter. It is the responsibility of the **COUNTY** to develop the Client's Home Care Plan according to regulations and to obtain required physician(s) orders related to the **COUNTY** services being provided by the **CONTRACTOR**. It is also understood that a registered nurse from the **COUNTY** will review and sign all approved Home Care Plans. If there is a change in a Client's condition, a new home assessment or new physician orders, a revised Home Care Plan shall be developed by the **COUNTY** and a copy sent to the **CONTRACTOR** at that time.

3. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The **CONTRACTOR** shall use 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 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 (collectively, the "Assistants") as the **CONTRACTOR** deems necessary to perform the services. 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.

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**.

D. The **CONTRACTOR** shall inform the **COUNTY** within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The **CONTRACTOR** maintains the right to do so at any time, and the **COUNTY** maintains the right to contract with other individuals or entities to perform the same services.

4. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all Parties that the **COUNTY** shall reimburse the **CONTRACTOR** for EISEP/III-E services which are provided in accordance with the terms and conditions of this Agreement, the Community Services for the Elderly Program (CSEP), and the Caregiver Support III-E grants.

B. The **COUNTY** shall reimburse the **CONTRACTOR** the rates of **\$21.20 per hour** for homemaker/personal care (PCA Level II), and **\$20.55 per hour** for housekeeper/chore (PCA Level I) services.

C. The total payments for this Agreement shall not exceed Two Hundred Sixty-One Thousand Eight Hundred Ten Dollars (**\$261,810.00**).

D. Reimbursement is payable in twelve (12) monthly vouchers as specified in the Oneida County Office for the Aging 2018-2019 Voucher Instructions for Units of Service Contracts, attached hereto as **APPENDIX C**.

E. The **COUNTY** shall not be liable for any late fees or for any interest on late payments.

F. The obligations of the Parties hereunder are conditioned upon the continued availability of state and **COUNTY** funds. Should funds become unavailable or should appropriate state and **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

G. The **COUNTY** reserves the right to withhold payment under this Agreement due to **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

- 1) defective services;
- 2) third party claims;
- 3) failure of the **CONTRACTOR** to pay its subcontractors, if any;
- 4) damage to the **COUNTY**; or

5) failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

5. **TRAINING**

A. The **CONTRACTOR** shall not be required to attend or undergo any training provided 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 Regulation 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'S** Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The **CONTRACTOR**, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

C. The **CONTRACTOR'S** Assistants shall not be eligible for compensation from the **COUNTY** due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its Assistants, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

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

A. The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

9. STANDARD ASSURANCES

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the **COUNTY**, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

10. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

- 1) Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
- 2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- 3) Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- 4) Older Americans Act (42 U.S.C. 3001, et seq.)
- 5) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
- 6) Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
- 7) Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
- 8) Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
- 9) The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
- 10) Elder Law

A. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, shall provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with

Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the **COUNTY** for providing services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

B. 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.

C. To the extent that this Agreement with the **COUNTY** is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The **COUNTY** shall make the Area Plan available to the **CONTRACTOR**.

D. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the **COUNTY**, for providing services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

11. GRIEVANCE PROCEDURES

A. The **CONTRACTOR** shall implement the **COUNTY'S** grievance procedures as required by the NYSOFA. The written procedures are attached as **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 2018-2019 Voucher Instructions for Units of Service Contracts, attached as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting Client contributions from all Clients who receive **COUNTY** funded personal care services. Any contributions received by the **CONTRACTOR** directly from **COUNTY** funded Clients will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are proportionate to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has provided the services to the **COUNTY** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when this Agreement is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with 45 C.F.R. §78.381.

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of this Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. INSURANCE COVERAGE REQUIREMENTS

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** 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 certificates of insurance have been submitted and such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited

power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto, and Excess/Umbrella Policy. These Certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. 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 Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

F. Business Auto Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The **CONTRACTOR** shall have the Oneida County added to said insurance policy 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 Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have 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 will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirements paragraphs.

K. Payment(s) 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 Auto 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, April 2011, as established by the NYSOFA (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA'S Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate 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** shall comply with policies ensuring Client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to a 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 under this Agreement, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other Party.

C. The **CONTRACTOR** agrees that in the event of termination, 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 the 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. 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, Appendix A (Federal, New

York State, and local regulations), Appendix B (Oneida County Office for the Aging Grievance Procedures), Appendix C (Oneida County Office for the Aging 2018-2019 Voucher Instructions for Units of Service Contracts), and Appendix D (Oneida County Standard Contract Clauses Addendum).

B. 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.

19. **STANDARD ADDENDUM**

A. The **CONTRACTOR** shall comply with Oneida County Standard Contract Clauses Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

20. **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.

21. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

22. **NON WAIVER**

A. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

23. **SEVERABILITY**

A. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision, or part thereof, with a valid and enforceable provision that comes as

close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

24. **AUTHORITY TO ACT/SIGN**

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

25. **ADVICE OF COUNSEL**

A. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

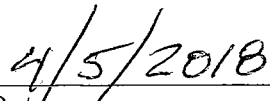
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IN WITNESS THEREOF, the Parties have here unto set their hand on the date respectively stated.

CONTRACTOR



Christopher Emerson, Executive Vice President



Date

COUNTY OF ONEIDA

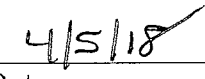
Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director



Date

Approved:

Maryangela Scalzo, Esq., Assistant County Attorney

Date

APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal opportunity Provisions of the Workforce investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):

- a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
 - b. OMB Circular A-95 (Clearinghouse Review)
 - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
 - d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
 - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
 - f. OMB Circular A-128 (Audits of State and Local Governments)
 - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
 - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
 - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
 - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
 - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
 - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
 - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
 - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
 - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
 - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
 - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
 - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
 - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from 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
2018-2019
Voucher Instructions
For Units of Service Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.

- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D

Oneida County Standard Contract Clauses Addendum

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with

commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus,
Albany, NY 12240. Notice shall include the identification number(s) of
each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and

paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or

received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the

benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in

accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

March 28, 2018

FN 20 18-128

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

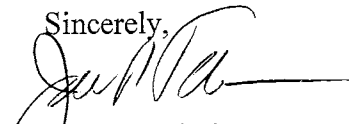
Dear County Executive Picente:

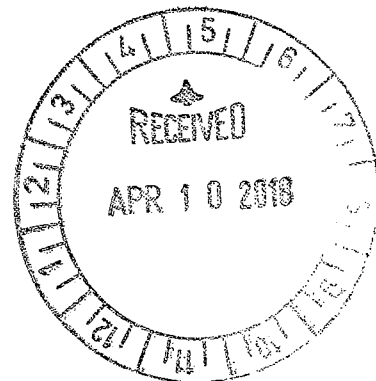
Attached for your review and approval is correspondence from Kevin Revere, Director of Emergency Services requesting the creation of five (5) new positions in the Department of Emergency Services, one (1) Program Coordinator (Grade 31M/Step 2 @ \$45,473) and four (4) Public Safety Telecommunicators (Grade 21D/Step 4 @ \$33,005). All five positions are in the competitive class.

As stated in Director Revere's letter, these positions will be funded by a grant awarded by New York State Department of Homeland Security and Emergency Services (NYS DHSES). It is anticipated the funding will remain in place for many years due to NYSDHSES continued responsiveness.

If you concur with his request, please forward this letter to the Board of Legislators and ask that they create one (1) Program Coordinator (Grade 31M/Step 2 @ \$45,473) and four (4) Public Safety Telecommunicators (Grade 21D/Step 4 @ \$33,005).

Sincerely,

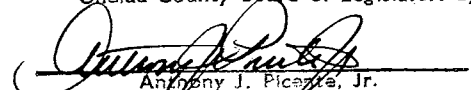

John P. Talerico
Commissioner



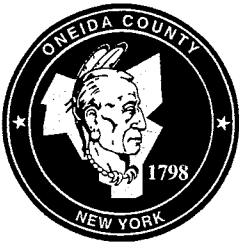
Attachments

Copy: Kevin Revere, Director of Emergency Services
County Attorney
Budget

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 3-29-18



**ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER**

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

March 27, 2018

County Executive Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

Through funding from New York State Department of Homeland Security and Emergency Services (NYSDHSES) we have been awarded \$200,167 that can be used for four new Public Safety Telecommunicator positions. These positions are needed in order to provide quality service to the public and first responders during emergencies. We anticipate that this funding will remain in place for many years since NYSDHSES has been responsive to counties needs to meet the ever increasing challenges that 911 Centers face and our crucial role in answering calls for help.

I request that the positions be created in our budget for four (4) Public Safety Telecommunicators (D-21) starting at the annual salary of \$33,005 and a Program Coordinator (M-31) starting at an annual salary of \$45,473.

I therefore request your Board approval for the following **2018** Supplemental Appropriation:

TO:

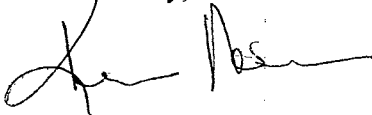
AA# A3020.101	Emergency Services – Salaries	\$118,210.
AA# A3020.810	Emergency Services – Retirement	18,086
AA# A3020.830	Emergency Services – Social Security	9,043.
AA# A3020.840	Emergency Services – Workers Compensation.....	3,310.
AA# A3020.850	Emergency Services – Unemployment.....	295.
AA# A3020.860	Emergency Services – Health Insurance.....	<u>30,144</u>
AA# A3020.860	Emergency Services – Health Insurance.....	\$179,088

This supplemental appropriation will be fully supported by:

RA# A3020. A4304	Emergency Services – Health Insurance	\$179,088
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Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin W. Revere". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kevin W. Revere
Director

Cc: Mr. John Talerico, Personnel Commissioner
Mr. Tom Keeler, Budget Director



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES

120 Base Road ♦ Oriskany, New York 13424

Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

March 27, 2018

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

We have been informed by the NYS Division of Homeland Security & Emergency Services that Oneida County has been awarded \$200,167 as our share of the FY201-7-186 NYS Homeland Security PSAP grant program. A copy of the contract for the grant is attached.

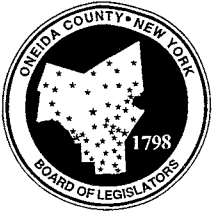
Therefore, I request:

- A.) That you seek the Board of Legislators approval of the attached contract, and,
- B.) Your electronic approval of the attached contract.

Sincerely,

Kevin W. Revere
Director of Emergency Services

CC: Comptroller
Budget
Personnel



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

March 16, 2018

Mikale Billard, Clerk
Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 18-~~127~~129

READ & FILED

Mr. Billard:

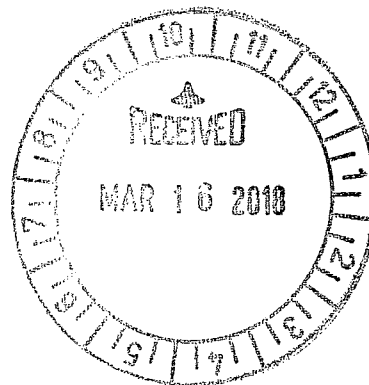
The New York State Department of Agriculture & Markets has certified the parcels submitted during the district review of Oneida County Agricultural District No. 2, City of Rome and Towns of Ava, Lee and Western

Please file the attached as a "Read & File" docket to read "RE: NYS certification of properties added to Oneida County District No. 2 during eight-year review."

Respectfully,

Gerald J. Fiorini
Chairman of the Board

GJF:cd





Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

Mikale Billard, Clerk
Oneida County Board of Legislators
County Office Building
800 Park Avenue
Utica, NY 13501

Dear Mr. Billard:

In accordance with Section 303-a of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 007 of 2018, a district renewal plan with modifications for Oneida County Agricultural District No. 2.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

In accordance with the statutory procedures for certification of agricultural district review plans and in consultation with the state Advisory Council on Agriculture, I have determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the plan, I hereby certify that:

- A. The District is eligible for districting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the state.

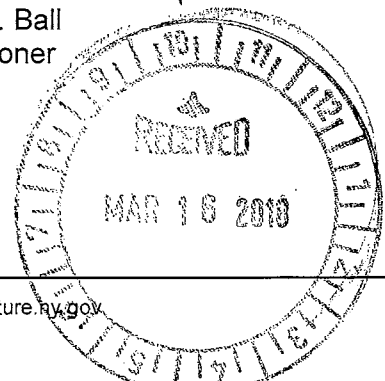
The county is required to complete the next review of Oneida County Agricultural District No. 2 on or before March 29, 2026.

Signed and Sealed at the Town of Colonie,
County of Albany, NY,
This 6th day of March, 2018

Sincerely,

Richard A. Ball
Commissioner

cc: Brymer Humphreys, Chair, Oneida Co. AFPB
Guy Sassaman, Oneida Co. Dept. of Planning
Marty Broccoli, CCE of Oneida County
Susan Hoskins, IRIS



Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

April 2, 2018

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 18-130

HEALTH & HUMAN SERVICES

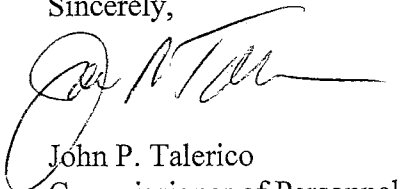
Dear County Executive Picente:

Attached for your review and approval is correspondence from Sheriff Robert M. Maciol, requesting the creation of three (3) new Deputy Sheriff Patrol positions in Sheriff - Security, Cost Center 3112.

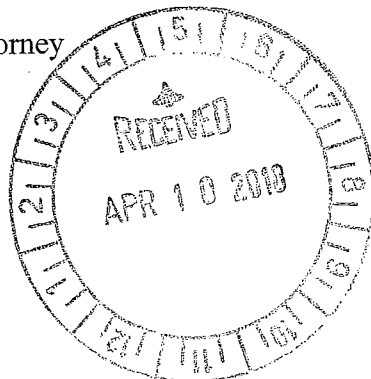
As stated in Sheriff Maciol's letter, he is requesting three (3) Deputy Sheriff Patrol positions (Grade 1S, Step 5 at \$47,089) to be assigned to the Oneida County Department of Social Services. The Department of Social Services has requested a Deputy Sheriff Patrol be present with any Casworkers going out on home visits to increase a sense of safety and order during these visits. These positions will be fully reimbursed by the Department of Social Services.

This request will require action by the Board of Legislators.

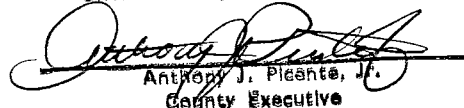
Sincerely,


John P. Talerico
Commissioner of Personnel

Copy: Sheriff
County Attorney
Budget



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 4/3/18

Office of the Sheriff

County of Oneida



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph A. Lisi

Sheriff Robert M. Maciol

March 28, 2018

Commissioner John P. Talerico
Oneida County Department of Personnel
800 Park Ave., 6th Floor
Utica, NY 13501

Re: MSD 222

Dear Commissioner Talerico:

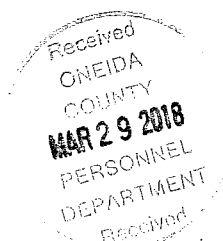
Enclosed please find MSD 222 with regard to the creation of three additional Deputy Sheriff Patrol Positions. The Department of Social Services has requested a Deputy be present with any Caseworkers that go out on home visits due to recent safety concerns. The purpose of the Deputy Sheriffs would be to increase the sense of safety and order during these home visits. These positions will be fully reimbursed by the Department of Social Services.

If you have any questions or need further information, please do not hesitate to contact my office.

Thank you for your time and consideration in this matter.

Sincerely,

Robert M. Maciol
Sheriff



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