



# 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

## EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE January 12, 2022 MEETING

### VOLUME #2

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2022-033 . . .	Government Operations, Ways & Means .....	1-2
2022-034 . . .	Government Operations, Ways & Means .....	3-7

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## ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3<sup>rd</sup> Floor  
Utica, New York 13501  
Fax: 315-798-6412

Anthony J. Picente Jr.  
County Executive

Sarah F. Bormann  
Democratic Commissioner  
315-798-5762

Nichole D. Shortell  
Republican Commissioner  
315-798-5763

January 6, 2022

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

FN 20 22 - 033

GOVERNMENT OPERATIONS

WAYS & MEANS

Re: Enclosed NYS Election Cybersecurity Remediation Grant Program Contract

Dear County Executive Picente:

Attached please find the Elections Cybersecurity Remediation Grant between the New York State Board of Elections and Oneida County, which extends the term of the prior agreement. The original grant provided our County with reimbursement of up to \$116,241.47 for expenses related to cybersecurity remediation and mitigation services from December 21, 2019 until December 31, 2021. This amendment hereby extends the period of reimbursement for expenses incurred from December 21, 2019 until December 31, 2023.

We are requesting that this matter be passed before the Board of Legislators at the January 12, 2022 meeting. Once this contract is passed, we request that you execute and return to our office so that we may forward the same onto the New York State Board of Elections. We apologize for the short notice with respect to this request, but we only just received this grant contract from the State Board.

Should you have any questions, please contact our office. Thank you for your attention to this matter.

Sincerely,

By: Amela Hrustic  
Democratic Deputy Commissioner  
o/b/o Sarah F. Bormann  
Democratic Commissioner

Nichole D. Shortell  
Republican Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 1-7-22

**Oneida Co. Department:** Board of Elections

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

**ONEIDA COUNTY BOARD**

**Name & Address of Vendor:** New York State Board of Elections  
40 North Pearl Street, Suite 5  
Albany, NY 12207-2729

**Title of Activity or Service:** GRANT: NYS Election Cybersecurity Remediation Grant Program

**Proposed Dates of Operation:** December 21, 2019 to December 31, 2023

**Client Population/Number to be served:** N/A

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Grant for reimbursement for expenses related to cybersecurity remediation and mitigation services. This extends the term of the original contract (#108360).
- 2) **Program/Service Objectives and Outcomes:** See Number "1" above.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$116,241.47

**Account:** #A1451

**Oneida County Dept. Funding Recommendation:** \$116,241.47 (Grant—Revenue)

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comment:** This will allow for reimbursement of local funds spent on products and services which serve to remediate or mitigate election infrastructure related cybersecurity issues. This agreement extends the term of the grant to December 31, 2023.



# Board of Elections

Peter S. Kosinski  
Co-Chair  
Anthony J. Casale  
Commissioner  
Todd D. Valentine  
Co-Executive Director

40 N. PEARL ST., STE. 5  
ALBANY, N.Y. 12207-2729  
Phone: 518/474-6220  
[www.elections.ny.gov](http://www.elections.ny.gov)

Douglas A. Kellner  
Co-Chair  
Andrew J. Spano  
Commissioner  
Kristen Zebrowski Stavisky  
Co-Executive Director

## COVER LETTER

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COUNTY NAME: **Oneida County**

CONTRACT NAME: **Elections Cybersecurity Remediation Grant**

CONTRACT NUMBER: **BOE01 – C004261 - 1110000**

ORIGINAL CONTRACT TERM: **12/21/2019 – 12/31/2021**

AMENDED CONTRACT TERM: **12/21/2019 – 12/31/2023**

JUSTIFICATION FOR AMENDED TERM: The Elections Cybersecurity Remediation Capital Grant Program has a contract end date of December 31, 2021. Extending the eligible expense period to December 31, 2023 provides County Boards of Elections sufficient time to complete required grant administration and expend their remaining contract funds.

COUNTY BOE COMMISSIONER SIGNATURE:

A handwritten signature in black ink, appearing to be "Sue B...", written over a horizontal line.

COUNTY BOE COMMISSIONER SIGNATURE:

A handwritten signature in black ink, appearing to be "Nicholas D. Shontell", written over a horizontal line.



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

<p><b>STATE AGENCY (Name &amp; Address):</b>                  New York State Board of Elections                  40 North Pearl Street, Suite 5                  Albany, NY 12207</p>	<p><b>BUSINESS UNIT/DEPT. ID:</b>                  BOE01/1110000  <b>CONTRACT NUMBER:</b>                  BOE01 - C004261 - 1110000  <b>CONTRACT TYPE:</b>  <input type="checkbox"/> Multi-Year Agreement  <input type="checkbox"/> Simplified Renewal Agreement  <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b>                  Oneida County</p>	<p><b>TRANSACTION TYPE:</b>  <input type="checkbox"/> New  <input type="checkbox"/> Renewal  <input checked="" type="checkbox"/> Amendment</p>
<p><b>CONTRACTOR DOS INCORPORATED NAME:</b>                  N/A</p>	<p><b>PROJECT NAME:</b>                  Elections Cybersecurity Remediation                  Grant Program</p>
<p><b>CONTRACTOR IDENTIFICATION NUMBERS:</b>                  NYS Vendor ID Number: 1000002595                  Federal Tax ID Number: 15-6000460                  DUNS Number (if applicable):</p>	<p><b>AGENCY IDENTIFIER:</b>                  N/A    <b>CFDA NUMBER (Federally Funded Grants Only):</b>                  N/A</p>
<p><b>CONTRACTOR PRIMARY MAILING ADDRESS:</b>                  800 Park Ave                  Utica, NY 13501</p> <p><b>CONTRACTOR PAYMENT ADDRESS:</b>  <input type="checkbox"/> Check if same as primary mailing address</p> <p><b>CONTRACT MAILING ADDRESS:</b>  <input type="checkbox"/> Check if same as primary mailing address</p>	<p><b>CONTRACTOR STATUS:</b>  <input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code:  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p><b>Charities Registration Number:</b>                  N/A</p> <p><b>Exemption Status/Code:</b>                  N/A  <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # BOE01 - C004261 - 1110000

Page 1 of 2

Master Grant Contract, Face Page

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

<p><b>CURRENT CONTRACT TERM:</b> From: 12/21/2019      To: 12/31/2021</p> <p><b>CURRENT CONTRACT PERIOD:</b> From: 12/21/2019      To: 12/31/2021</p> <p><b>AMENDED TERM:</b> From: 12/21/2019      To: 12/31/2023</p> <p><b>AMENDED PERIOD:</b> From: 1/1/2022          To: 12/31/2023</p>	<p><b>CONTRACT FUNDING AMOUNT</b> <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$116,241.47</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:*  
(Out years represent projected funding amounts)

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

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:
  - A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants
  
- Attachment B:
  - B-1 Expenditure Based Budget
  - B-2 Performance Based Budget
  - B-3 Capital Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: Attachment E: Funding Schedule

Contract Number: # BOE01 - C004261 - 1110000

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

CONTRACTOR:

Oneida County

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

Printed Name

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

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

STATE AGENCY: NYS Board of Elections

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

Printed Name

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

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

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

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

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

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

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

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

<p>STATE AGENCY (Name &amp; Address):                  New York State Board of Elections                  40 North Pearl Street, Suite 5                  Albany, NY 12207</p>	<p>BUSINESS UNIT/DEPT. ID:                  BOE01/1110000                  CONTRACT NUMBER:                  BOE01 - C004261 - 1110000                  CONTRACT TYPE:  <input type="checkbox"/> Multi-Year Agreement  <input type="checkbox"/> Simplified Renewal Agreement  <input checked="" type="checkbox"/> Fixed Term Agreement</p>
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<p>CONTRACTOR DOS INCORPORATED NAME:                  N/A</p>	<p>PROJECT NAME:                  Elections Cybersecurity Remediation                  Grant Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:                  NYS Vendor ID Number: 1000002595                  Federal Tax ID Number: 15-6000460                  DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:                  N/A                  CFDA NUMBER (Federally Funded Grants Only):                  N/A</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:                  800 Park Ave                  Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:  <input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:  <input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:  <input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code:  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:                  N/A</p> <p>Exemption Status/Code:                  N/A  <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # BOE01 - C004261 - 1110000

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

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 12/21/2019      To: 12/31/2021</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 12/21/2019      To: 12/31/2021</p> <p><b>AMENDED TERM:</b></p> <p>From:                      To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:                      To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p><b>CURRENT: \$116,241.47</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p><input checked="" type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:*  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
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**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:                       A-1 Program Specific Terms and Conditions  
 A-2 Federally Funded Grants
  
- Attachment B:                       B-1 Expenditure Based Budget  
 B-2 Performance Based Budget  
 B-3 Capital Budget  
 B-1(A) Expenditure Based Budget (Amendment)  
 B-2(A) Performance Based Budget (Amendment)  
 B-3(A) Capital Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:                      Attachment E: Funding Schedule

Contract Number: # BOE01 - C004261 - 1110000

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

CONTRACTOR:

Oneida County

By:

*Anthony J. Picent Jr.*  
Anthony J. Picent Jr.  
Printed Name

Title:

*Oneida County Executive*  
Oneida County Executive

Date:

*7-16-20*  
7-16-20

STATE AGENCY: NYS Board of Elections

By:

By:

Printed Name

Title:

Date:

STATE OF NEW YORK

County of

*Oneida*  
Oneida

AMANDA DANIELS CARROLL  
Commissioner of Deeds  
City of Utica, New York  
Commission Expires Dec. 31, 20 *20*

On the *16* day of *July*, *2020* before me personally appeared *Anthony J. Picent Jr.*, to me known, who being by me duly sworn, did depose and say that he/she resides at *1800 Park Ave*, that he/she is the *Executive* of the *Oneida County*, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)

*Amanda Daniels Carroll*  
Amanda Daniels Carroll

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title:

Title:

Date:

Date:

APPROVED  
ONEIDA COUNTY ATTORNEY

BY *[Signature]*  
ASST ONEIDA COUNTY ATTORNEY

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

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

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

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

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

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

**C. Order of Precedence:**

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

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

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

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

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).  
Contract Number: # BOE01 - C004261 - 1110000



OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

**J. Notice:**

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

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

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

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

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

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

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

**V. Federally Funded Grants:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

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

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

## C. Termination:

### 1. Grounds:

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

### 2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

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

**B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. 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 (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

**C. Claims for Reimbursement:**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

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

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. 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. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. 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 the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

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

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## **2. Cost Allocation:**

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

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

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

**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 Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

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

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

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

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

3. Notwithstanding the above, 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 V(G)(2) (Publicity) hereof.

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

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

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

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

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**L. Workers' Compensation Benefits:**

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

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

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

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

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

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

**N. Vendor Responsibility:**

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

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

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

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

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

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

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

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

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

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

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

**Attachment A-1**

**County Boards of Elections reimbursement program for eligible expenses related to cybersecurity remediation and mitigation services.**

The New York State Board of Elections authorizes a total of \$9 million, combined from the 2018 federal HAVA funds and 2020 federal HAVA funds, for use by county boards of elections to implement cybersecurity remediation and mitigation services. The State Board of Elections establishes the following program to reimburse county boards of elections for eligible expenses to implement cybersecurity remediation and mitigation services.

On May 3, 2018, the State Board of Elections adopted a cybersecurity plan dubbed "ARMOR" to protect the State's critical election infrastructure. The ARMOR plan has four main concepts: Assess Risk, Remediate Vulnerabilities, Monitor On-going Operations, and Respond to Incidents. The plan required all County Boards of Elections to undergo a comprehensive risk assessment of their election infrastructure. Data from the risk assessments have been assessed by the State Board of Elections and a remediation strategy has been identified utilizing the County risk assessment as provided for by the State Board of Elections.

It is expected that each County Board will, as a result of the risk assessment, create and submit to the State Board for approval, a Risk Remediation Plan that addresses, in priority order, short and long term actions to be taken by the County to address the risks identified.

This Elections Cybersecurity Remediation Grant is hereby established to assist counties in meeting the goals identified in their plan and provide a contract/reimbursement process to guide county boards of elections and State Government partners through a voucher reimbursement process.

This grant fund distribution program does not provide for the direct release of State funds to counties.

County boards of elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim including an identification of the risk being addressed as identified in the County's risk assessment or remediation plan, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or



New York State Board of Elections  
40 N Pearl Street, 5<sup>th</sup> Floor, Albany, New York 12207

**Attachment A-1**

services' compliance with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

To receive reimbursement, county boards of elections must complete and submit a claim for payment to the State Board of Elections. Forms to be completed are included in the claim for payment section of Attachment A-1.

New York State Board of Elections  
 40 N Pearl Street, 5<sup>th</sup> Floor, Albany, New York 12207  
**Attachment A-1**

<b>General Information</b>	
<b>Purpose of Program</b>	Reimburse County Boards of Elections for local dollars spent to implement cybersecurity remediation and mitigation services.
<b>Submission of Reimbursement Request</b>	Upon a county's payment of invoices related to items and services allowable under the Elections Cybersecurity Remediation Grant Program.
<b>Duration of The Elections Cybersecurity Remediation Grant Program</b>	The Elections Cybersecurity Remediation Grant Program covers eligible expenses beginning 12/21/2019 and expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than 12/31/2021.

Such funds may be used to reimburse county boards of elections for eligible expenditures made in securing products or services related to strengthening the counties election infrastructure through remediation and mitigation services.

**Requirements:**

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the county board of elections has expended funds to meet or implement the general requirements of remediating or mitigating vulnerabilities. Each claim for payment must be accompanied by all exhibits that are specified herein.
3. County Boards should submit a claim for payment for the total sum of money expended in furtherance or implementation of elections cybersecurity remediation or mitigation services, as available to the respective county board, pursuant to the

**Attachment A-1**

attached funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.

4. The request for the reimbursement of funds must be directly associated with products and services which will serve to remediate or mitigate election infrastructure related cybersecurity issues, without exclusion.
5. The county board of elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county board of elections' expenditures under the provisions of the Elections Cybersecurity Remediation Grant Program.
7. The requirements of the Elections Cybersecurity Remediation Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.
8. The County must complete and return the federal standard contract Attachment F.
9. The County governing body must be informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the receipt and use of these funds. A copy of such written notice shall be attached to the claim for payment.
10. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
11. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final Elections Cybersecurity Remediation Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.
12. The County agrees to comply with all applicable State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.

## **Attachment A-1**

13. Funds reimbursed under this program may not be used for expenses unrelated to the approved program.

### **Allowable expenses include:**

#### **1. People-centric Approach**

Election security staff with the necessary expertise to operationalize and install critical products, policies and practices is one of the best ways to improve cybersecurity.

Includes the following allowable expenses:

- Staff Augmentation with appropriate security credentials and expertise
- Virtual Chief Information Security Officer (CISO) services
- Implementing a Security Awareness and Training Program
  - Training workshops & conferences
  - Travel allowance to attend State Conferences related to Election Infrastructure and cybersecurity.
  - Phishing & social engineering awareness
- Hiring contractors to assist with planning, remediation and mitigation activities
- Develop and conduct assessments

#### **2. Product-centric approach**

All election infrastructure should be supported and able to be patched.

Includes the following allowable expenses:

- Replacement or upgrade of obsolete (end-of-life) computer and network hardware
- Licenses and upgrades from unsupported to supported versions of operating systems and software
- Next generation anti-virus (enhanced endpoint detection and response)
- Next-generation firewall (border / perimeter and switch devices)
- Vulnerability Scanning Tools
- Remote Authentication Systems, including Multi-factor Authentication systems
- Physical Security controls, including biometric user authentication devices
- Encryption Software
- Remote Access Systems

#### **3. Practice-centric approach**

Good security practices to help protect, detect and recover from potential security incidents are critical to securing an election. This includes implementation of the CIS Critical Security Controls (presented in order).

## **Attachment A-1**

Network segmentation is a priority for all County Boards of Elections.

Effective network segmentation accomplishes the following –

- Use dedicated servers and workstations for elections-related tasks.
- Follows the principle of least privilege.
- Applies appropriate network boundaries to reduce impact from intruders.

The CIS Top 20 Critical Controls ensure an organization is following cyber hygiene best practices. As such, prioritization is given to the top seven (7) controls:

1. **Inventory and Control of Hardware Assets**
2. **Inventory and Control of Software Assets**
3. **Continuous Vulnerability Management**
4. **Controlled Use of Administrative Privileges**
5. **Secure Configuration for Hardware and Software**
6. **Maintenance, Monitoring, and Analysis of Audit Logs**
7. **Email and Web Browser Protections**
8. Malware Defenses
9. Limitation and Control of Network Ports, Protocols, and Services
10. Data Recovery Capabilities
11. Secure Configuration for Network Devices, such as Firewalls, Routers and Switches
12. Boundary Defense
13. Data Protection
14. Controlled Access Based on the Need to Know
15. Wireless Access Control
16. Account Monitoring and Control
17. Security Skills Assessment and Appropriate Training to Fill Gaps
18. Application Software Security
19. Incident Response and Management
20. Penetration Tests and Red Team Exercises

### **IMPERMISSIBLE EXPENSES include, but are not limited to:**

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising

New York State Board of Elections  
40 N Pearl Street, 5<sup>th</sup> Floor, Albany, New York 12207

**Attachment A-1**

- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Cyber insurance
- Funds expended to conduct voter outreach or other training efforts which in any way whatsoever, whether real or implied, name any elected public official

**Claim for Payment/Request for Reimbursement:**

The State Board of Elections will not process requests for reimbursement of payments to any supplier of goods and/or services without having all of the following in its possession:

- Narrative Summary: The narrative summary must incorporate the findings of the County's election risk assessment survey that was provided to the County by the New York State Board of Elections. All Counties must have on file with the State Board of Elections a risk mitigation plan. If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item and identify which risk is being addressed. After developing the narrative section as outlined, the claim for payment should include a summary.
  - The purpose of the expenditure of county funds
  - The methodology /means to address remediation or mitigation needs.
  - The actual cost to address the implementation of remediation and mitigation services.
- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.
- Original receipts/Proofs of payment.
- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

An 'accurate' invoice is defined as including the following:

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.

**Attachment A-1**

- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

**Terms and Conditions and Assurances**

In order to have costs reimbursed, County Boards of Elections must certify the following:

- Expenditure of funds was the most reasonable, economical and responsible way to further the goals of strengthening the election infrastructure through by implementing remediation and mitigation services.
- Expenditure of funds was related to remediating or mitigating risks identified in the County's elections infrastructure risk assessment as provided for by the State Board of Elections.
- The County governing body has been informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.
- Counties must include a signed federal standard certification (Attachment F) as required to use federal grant money.

**Budget:**

All applicants must follow the criteria below when preparing their budgets and complete the standard budget format (Attachment B1 & C).

- All requested reimbursements must be deemed reasonable, allowable, and allocable.
- Appropriate receipts and proof of payment should be attached to the Claim for Payment.

New York State Board of Elections  
40 N Pearl Street, 5<sup>th</sup> Floor, Albany, New York 12207  
**Attachment A-1**

**Claim for payment Form:**

Submit the completed and signed claim for payment to:

New York State Board of Elections  
ATTN: Elections Cybersecurity Remediation Grant Program  
c/o Cortney Padlo and Ryan Richmond  
40 N Pearl Street, 5<sup>th</sup> Floor  
Albany, NY 12207-2729  
Email: [Grants@elections.ny.gov](mailto:Grants@elections.ny.gov)

**Review and Payment Process:**

1. After receipt of the County Board of Elections' Claim for Payment, the State Board of Elections shall review the request to determine whether the funds expended by the County Board of Elections are eligible for reimbursement under this program.
2. The State Board of Elections will make every reasonable effort to review, determine approval or disapproval and so notify the County Board of Elections within two weeks of the receipt of the Claim for Payment. As the total amount of money available to each county for reimbursement of expenses is limited, the full reimbursement of the county's expenditures may not be covered by this program.
3. In the event that a Claim for Payment or a part thereof is rejected, the State Board of Elections shall provide details of what is being reimbursed, including a percentage representing the amount of reimbursement.
4. Payments will be issued by voucher on a reimbursement basis.

**Administrative Requirements:**

Appropriate records relating to the initial purchase and any subsequent reimbursement shall be required to be kept by the County Board of Elections for the balance of the calendar year in which they were made and for six (6) additional years thereafter.



New York State Board of Elections  
40 N Pearl Street, 5<sup>th</sup> Floor, Albany, New York 12207

**Attachment A-1**

**Assistance:**

For Elections Cybersecurity Remediation Grant Program assistance, contact:

New York State Board of Elections  
Public Information Unit  
Cortney Padlo or Ryan Richmond  
40 N Pearl Street, 5<sup>th</sup> Floor  
Albany, NY 12207  
Ph # 518-474-1953  
Email: [Grants@elections.ny.gov](mailto:Grants@elections.ny.gov)

New York State Board of Elections  
 40 N Pearl Street, 5<sup>th</sup> Floor, Albany, New York 12207

**Attachment A-1**

We have read and understand the NYSBOE Attachment A-1 for receiving Cybersecurity Remediation Grant Program reimbursement funds, and the associated terms, conditions and assurances for receipt of such funds, and certify that the County of \_\_\_\_\_ is, or will be, as applicable, in compliance with these terms and conditions as specified.

\_\_\_\_\_  
 Commissioner

\_\_\_\_\_  
 Commissioner

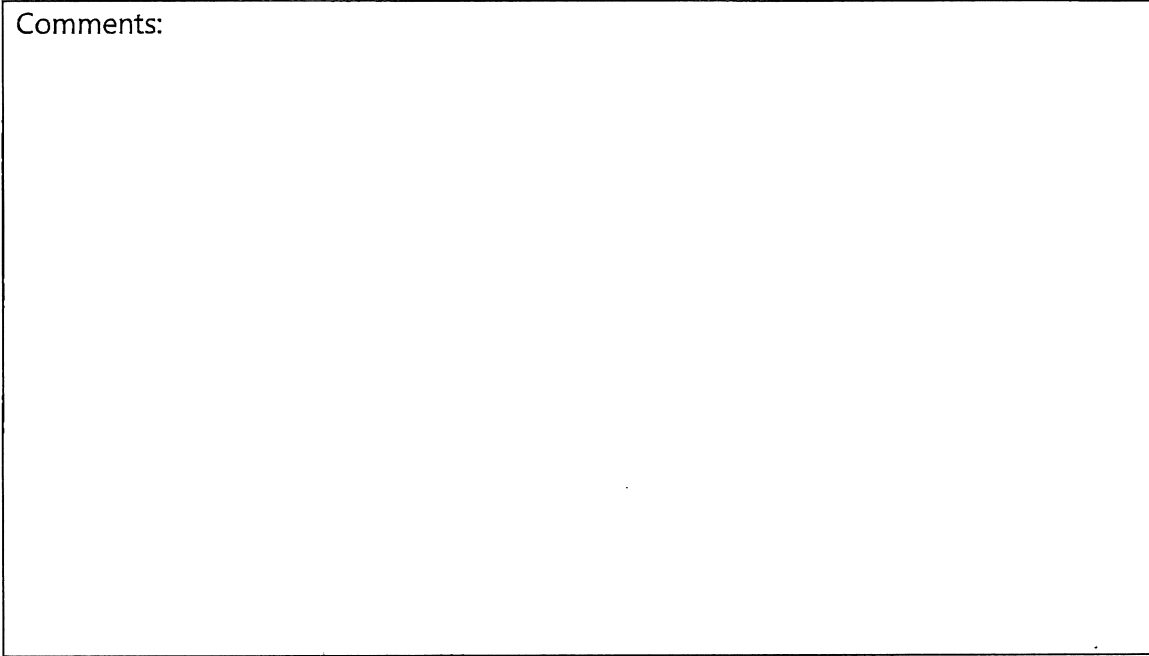
Date: \_\_\_\_/\_\_\_\_/2020

Election Commissioner Contact Information	
Name:	Name:
Full Address:	Full Address:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
County Finance Official's Contact Information	
Name:	
Full Address:	
Email:	
Phone:	
Fax:	

New York State Board of Elections  
40 N Pearl Street, 5<sup>th</sup> Floor, Albany, New York 12207

**Attachment A-1**

Comments:

A large, empty rectangular box with a thin black border, intended for entering comments. The box is currently blank.

## Attachment B-1 (Budget) & C (Workplan)

COUNTY \_\_\_\_\_ DATE \_\_\_\_\_

### Elections Cybersecurity Remediation Grant Program Workplan / Budget

If funding is being requested for more than one project, item or service, the narrative section should include information for each project, item or issue being addressed and the outcome achieved. After developing the narrative section as outlined, the Claim for Payment should include a summary.

Narrative: Include (1) description of the expenditures necessary, with specific costs detailed, to implement election cybersecurity remediation and the various accompanying services and/or accessories for which the County Board of Elections seeks reimbursement, (2) how the funding requested accomplishes the implementation of election cybersecurity remediation; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditures in implementing election cybersecurity remediation.

Description of Expenditures:

How request implements election cybersecurity remediation:

Are the costs listed allowable, allocable and reasonable?

Yes     No

Evaluation of Expenditures:

Applicants Comments:

Continues to page 2

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
<b>Total Amount to be Vouchered:</b>			
The _____ County Board of Elections intends to expend the following remaining balance be used in accordance with the Election Cybersecurity Remediation Grant Program requirements as outlined in Attachment A-1 of the contract:			
<b>Workplan/Budget Total:</b>			
<i>To be completed by the New York State Board of Elections</i>			
<b>Election Cybersecurity Remediation Grant Funds Available:</b>			
<b>Contract Amount*</b> <i>Lesser of the Workplan/ Budget or Election Cybersecurity Remediation Grant Funds Available</i>			

COMMISSIONER SIGNS HERE



COMMISSIONER SIGNS HERE



\_\_\_\_\_

\_\_\_\_\_

Printed Name

Date

Printed Name

Date

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

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

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

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of   0   percent (  0  %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (  0  %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>  N/A  </u>	Amount: _____	Due Date: _____
Period: <u>  N/A  </u>	Amount: _____	Due Date: _____
Period: <u>  N/A  </u>	Amount: _____	Due Date: _____
Period: <u>  N/A  </u>	Amount: _____	Due Date: _____

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

Claiming Schedule (*select applicable frequency*):

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

- Rate Based Reimbursement  
Due date \_\_\_\_\_
- Fifth Quarter Reimbursement  
Due date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due date/Frequency Interim payments allowed based on performance
- Scheduled Reimbursement  
Due date/Frequency 3/31/2022

## II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract
- Statistical/Quantitative Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report  
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 90 days after the end of the contract period.
- Consolidated Fiscal Report (CFR)<sup>1</sup>  
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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

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

### 1. Progress Reports

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

### 2. Final Progress Report

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

## **C. Other Reports**

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





# Elections Cybersecurity Remediation Grant

## Attachment E - Funding Chart

line	Region	Counties	Voters	Percent of State Voter Population	Baseline Funds	Remaining Allocation Based on Voter Population	Total Allocation
1	Outside NYC	Albany	209,364	1.61%	\$ 61,000	\$ 84,220	145,219.85
2	Outside NYC	Allegany	26,390	0.20%	\$ 61,000	\$ 10,616	71,615.78
3	Outside NYC	Broome	133,081	1.03%	\$ 61,000	\$ 53,534	114,533.85
4	Outside NYC	Cattaraugus	47,811	0.37%	\$ 61,000	\$ 19,233	80,232.70
5	Outside NYC	Cayuga	48,644	0.38%	\$ 61,000	\$ 19,568	80,567.79
6	Outside NYC	Chautauqua	82,070	0.63%	\$ 61,000	\$ 33,014	94,013.90
7	Outside NYC	Chemung	53,963	0.42%	\$ 61,000	\$ 21,707	82,707.44
8	Outside NYC	Chenango	30,212	0.23%	\$ 61,000	\$ 12,153	73,153.24
9	Outside NYC	Clinton	49,728	0.38%	\$ 61,000	\$ 20,004	81,003.84
10	Outside NYC	Columbia	47,367	0.37%	\$ 61,000	\$ 19,054	80,054.09
11	Outside NYC	Cortland	30,820	0.24%	\$ 61,000	\$ 12,398	73,397.81
12	Outside NYC	Delaware	30,031	0.23%	\$ 61,000	\$ 12,080	73,080.43
13	Outside NYC	Dutchess	198,413	1.53%	\$ 61,000	\$ 79,815	140,814.64
14	Outside NYC	Erie	635,384	4.90%	\$ 61,000	\$ 255,593	316,592.86
15	Outside NYC	Essex	26,227	0.20%	\$ 61,000	\$ 10,550	71,550.21
16	Outside NYC	Franklin	27,873	0.21%	\$ 61,000	\$ 11,212	72,212.34
17	Outside NYC	Fulton	34,021	0.26%	\$ 61,000	\$ 13,685	74,685.46
18	Outside NYC	Genesee	39,030	0.30%	\$ 61,000	\$ 15,700	76,700.41
19	Outside NYC	Greene	34,019	0.26%	\$ 61,000	\$ 13,685	74,684.66
20	Outside NYC	Hamilton	4,623	0.04%	\$ 61,000	\$ 1,860	62,859.67
21	Outside NYC	Herkimer	41,202	0.32%	\$ 61,000	\$ 16,574	77,574.13
22	Outside NYC	Jefferson	64,891	0.50%	\$ 61,000	\$ 26,103	87,103.39
23	Outside NYC	Lewis	18,439	0.14%	\$ 61,000	\$ 7,417	68,417.37
24	Outside NYC	Livingston	41,866	0.32%	\$ 61,000	\$ 16,841	77,841.23
25	Outside NYC	Madison	43,905	0.34%	\$ 61,000	\$ 17,661	78,661.45
26	Outside NYC	Monroe	499,691	3.85%	\$ 61,000	\$ 201,008	262,008.29
27	Outside NYC	Montgomery	29,415	0.23%	\$ 61,000	\$ 11,833	72,832.63
28	Outside NYC	Nassau	1,049,283	8.09%	\$ 61,000	\$ 422,090	483,090.01
29	Outside NYC	Niagara	144,322	1.11%	\$ 61,000	\$ 58,056	119,055.71
30	Outside NYC	Oneida	137,326	1.06%	\$ 61,000	\$ 55,241	116,241.47
31	Outside NYC	Onondaga	313,314	2.42%	\$ 61,000	\$ 126,035	187,035.31
32	Outside NYC	Ontario	76,846	0.59%	\$ 61,000	\$ 30,912	91,912.47
33	Outside NYC	Orange	241,857	1.86%	\$ 61,000	\$ 97,291	158,290.65
34	Outside NYC	Orleans	24,188	0.19%	\$ 61,000	\$ 9,730	70,729.99
35	Outside NYC	Oswego	79,682	0.61%	\$ 61,000	\$ 32,053	93,053.29
36	Outside NYC	Otsego	36,348	0.28%	\$ 61,000	\$ 14,622	75,621.53
37	Outside NYC	Putnam	69,203	0.53%	\$ 61,000	\$ 27,838	88,837.96
38	Outside NYC	Rensselaer	110,007	0.85%	\$ 61,000	\$ 44,252	105,251.98
39	Outside NYC	Rockland	209,673	1.62%	\$ 61,000	\$ 84,344	145,344.15
40	Outside NYC	St.Lawrence	66,434	0.51%	\$ 61,000	\$ 26,724	87,724.08
41	Outside NYC	Saratoga	168,773	1.30%	\$ 61,000	\$ 67,892	128,891.50
42	Outside NYC	Schenectady	104,200	0.80%	\$ 61,000	\$ 41,916	102,916.03
43	Outside NYC	Schoharie	20,284	0.16%	\$ 61,000	\$ 8,160	69,159.55
44	Outside NYC	Schuyler	12,771	0.10%	\$ 61,000	\$ 5,137	66,137.33
45	Outside NYC	Seneca	21,319	0.16%	\$ 61,000	\$ 8,576	69,575.89
46	Outside NYC	Steuben	61,376	0.47%	\$ 61,000	\$ 24,689	85,689.43
47	Outside NYC	Suffolk	1,072,676	8.27%	\$ 61,000	\$ 431,500	492,500.20
48	Outside NYC	Sullivan	53,063	0.41%	\$ 61,000	\$ 21,345	82,345.40
49	Outside NYC	Tioga	33,962	0.26%	\$ 61,000	\$ 13,662	74,661.73
50	Outside NYC	Tompkins	62,706	0.48%	\$ 61,000	\$ 25,224	86,224.44
51	Outside NYC	Ulster	130,831	1.01%	\$ 61,000	\$ 52,629	113,628.75
52	Outside NYC	Warren	45,485	0.35%	\$ 61,000	\$ 18,297	79,297.03
53	Outside NYC	Washington	36,891	0.28%	\$ 61,000	\$ 14,840	75,839.96
54	Outside NYC	Wayne	57,748	0.45%	\$ 61,000	\$ 23,230	84,230.01
55	Outside NYC	Westchester	643,268	4.96%	\$ 61,000	\$ 258,764	319,764.31
56	Outside NYC	Wyoming	24,997	0.19%	\$ 61,000	\$ 10,055	71,055.42
57	Outside NYC	Yates	14,180	0.11%	\$ 61,000	\$ 5,704	66,704.12
58	Total Outside NYC		7,651,493	59%	\$ 3,477,000	\$ 3,077,929	6,554,929.16
59	NYC	Bronx	839,176	6.47%	\$ 61,000	\$ 337,571	398,571.28
60	NYC	Kings	1,650,432	12.72%	\$ 61,000	\$ 663,911	724,911.32
61	NYC	New York	1,209,469	9.32%	\$ 61,000	\$ 486,527	547,527.26
62	NYC	Queens	1,297,536	10.00%	\$ 61,000	\$ 521,954	582,953.54
63	NYC	Richmond	323,437	2.49%	\$ 61,000	\$ 130,107	191,107.44
64	Total NYC		5,320,050	41%	\$ 305,000	\$ 2,140,071	2,445,070.84
65	Statewide Total		12,971,543		\$ 3,782,000	\$ 5,218,000	9,000,000.00

**Attachment F: Federal Standard Certification**  
**US Election Assistance Commission Standard Certification**

**To: US Election Assistance Commission**

**Standard Certifications**

**Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Certification Regarding Trafficking in Persons**

The undersigned certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
  - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    2. Procure a commercial sex act during the period of time that the award is in effect; or
    3. Use forced labor in the performance of the award or subawards under the award.

- B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
  - 1. Violates a prohibition in paragraph A of this award term; or
  - 2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
    - a. Associated with performance under this award; or
    - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)”.
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
  - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or
  - B. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is —
    - 1. Associated with performance under this award; or
    - 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
- III. Provisions applicable to any recipient.
  - A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
  - B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
    - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.
- IV. Definitions. For purposes of this award term:
  - A. “Employee” means either:
    - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

C. "Private entity":

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.

2. Includes:

a. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b. A for-profit organization. d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102

\_\_\_\_\_  
Commissioner or Executive Director

\_\_\_\_\_  
Title

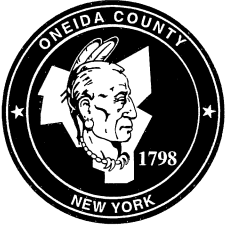
\_\_\_\_\_  
Commissioner or Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
County Board of Election Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



ANTHONY R. CARVELLI  
COMMISSIONER



**ONEIDA COUNTY  
DEPARTMENT OF FINANCE**

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

January 5, 2022

FN 20 22-034

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

Enclosed herein, please find correspondence from the New York State Department of Environmental Conservation requesting a conveyance of tax acquired property (TM# 276.000-1-3.2, adjacent to the Oriskany Flats Wildlife Management Area (WMA). This site was once a former radio station, which is no longer active. It also has a right-of-way access to a number of defunct towers, which reside on the existing state owned WMA property, and which the state would like to remove. The state proposes to remove the structures and the towers, consolidate the state land in the area, and provide the opportunity to create additional access for the public to use both the WMA and the New York State Canalway Trail.

It appears at this time that the highest and best use of this land (0.8 acres) is for a public use. As such, we recommend, pursuant with New York General Municipal Law Section 72-h, the Oneida County Board of Legislators, for the aforementioned requested consideration, authorize and approve a transfer settling any interest if may have, commensurate with an authorization for the Chairman of the Board of Legislators to execute a quit claim deed on behalf of the county of Oneida to effectuate such conveyance of the property to the People of the State of New York, acting by and through the Commissioner of Environmental Conservation of the State of New York, for the purposes intended.

Please forward this to the Board of Legislators for their approval.

Sincerely yours,

Anthony Carvelli

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

Anthony J. Picente, Jr.  
County Executive

Date 1-7-22

cc: County Attorney  
Michael J. Contino, NYSDEC

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Division of Lands and Forests, Bureau of Real Property, Region 6  
Dulles State Office Building, 317 Washington Street, Watertown, NY 13601-3787  
P: (315) 785-2263 | F: (315) 785-2242  
www.dec.ny.gov

**RECEIVED**  
NOV 08 2021  
ONEIDA COUNTY  
COMMISSIONER OF FINANCE

November 5, 2021

Mr. Anthony R. Carvelli  
Commissioner of Finance  
Oneida County Finance Department  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Re: Oneida 93.14, Town of Whitestown TM#276.-1-32 – former WRUN Radio Station Property

Dear Commissioner Carvelli,

Thank you for taking the time to meet with Department Staff on August 19, 2021 to discuss the former WRUN radio station property and associated towers located at the end of Thomas Road in the Town of Whitestown.

As stated at the meeting, the Department has an interest in extinguishing the existing tower easement on the Oriskany Flats Wildlife Management Area (WMA) located on the north side of the CSX railroad rights-of-way. The purpose of this easement was for the operation and maintenance of the radio towers in connection with the radio station located on property adjacent to the WMA. The radio station has not been active since 2013, its license being revoked. Since the structures and towers on the WMA are currently not being maintained or used, the Department would like to remove them. A first step in removing the towers would be to extinguish the tower easement encumbering the State property.

Also discussed was the fate of the former WRUN radio station building and associated property (0.8 acres) at the end of Thomas Road. You mentioned that the County has begun the foreclosure process on this property, but this process has been suspended at this time due to Covid-19 moratoriums on evictions.

If the County eventually forecloses on the radio station property, the Department would be interested in acquiring this property. There would be multiple advantages for state ownership that we envision as follows:

- Ownership would further our goal to extinguish the above-mentioned tower easement in connection with the 0.8 acre station parcel;
- Department ownership would consolidate State land ownership in the area;



Department of  
Environmental  
Conservation

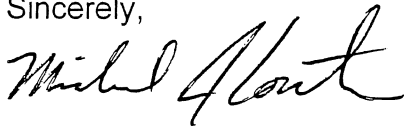
H

- Department ownership of radio station property would allow the removal of any structures and the associated towers thereby eliminating what currently is an eyesore and attractive-nuisance;
- Department ownership would allow Program staff to better manage the WMA for wildlife and for public use;
- The acquisition of the radio station property and the removal of the radio station building would provide the State an opportunity to create additional access for users of both the WMA and the New York State Canalway Trail.

At the August meeting, you mentioned the possibility that the County might be able to donate the radio station parcel to the State outright. Our acquisition process prohibits purchasing a parcel acquired from a recent tax foreclosure, so a donation would be our only path to acquiring the property. If gifted, the state would then be able to begin addressing the eventual removal of the structures and towers. At this juncture, we are asking that you please keep us apprised of County plans during the foreclosure process, and we would be happy to provide any helpful information through our Real Property Office.

Thank you once again for your consideration on this important matter. Please let me know if we can provide anything that will help you in moving this possible acquisition project forward.

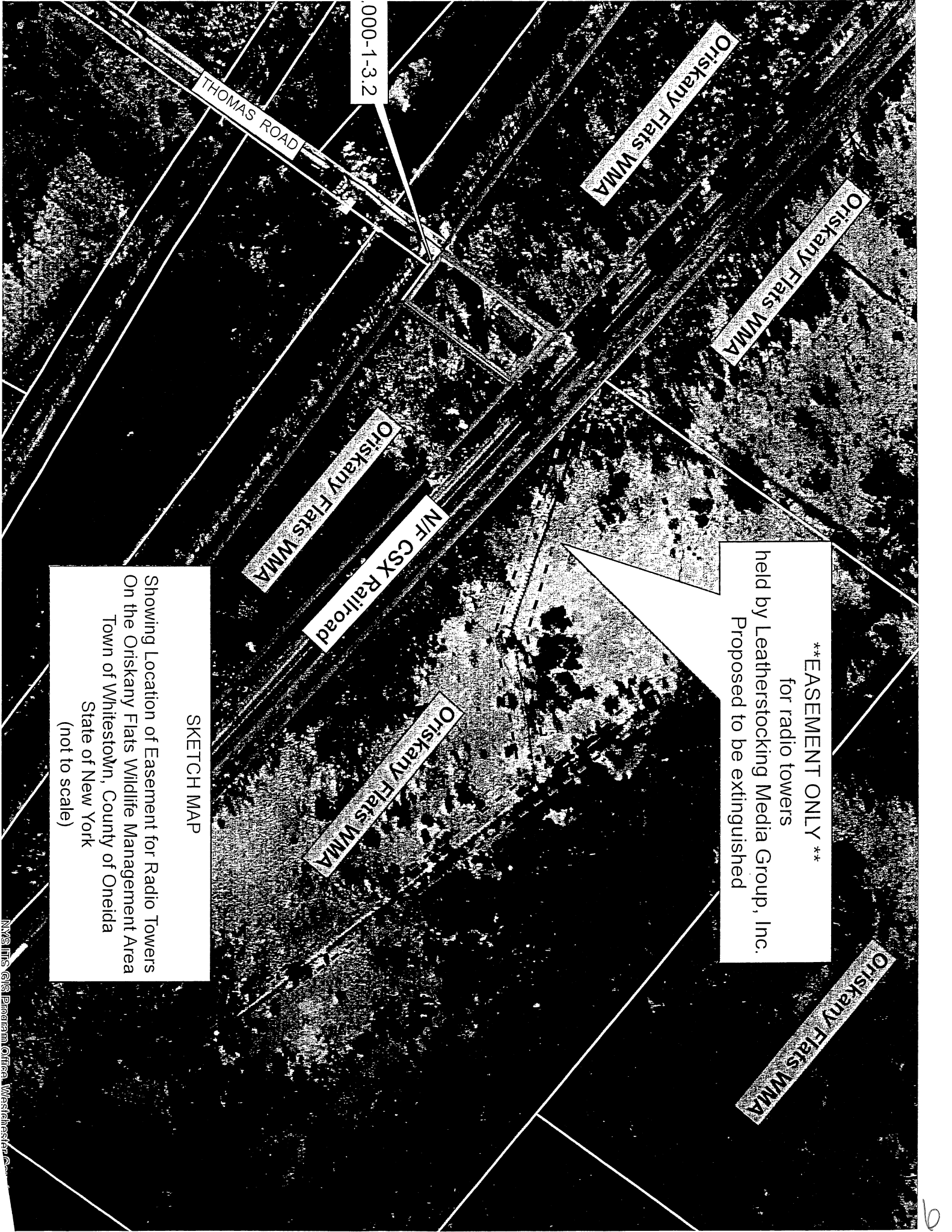
Sincerely,



Michael J. Contino  
Real Property Supervisor  
Region 6 – NYSDEC

CC: Andrew MacDuff, Wildlife Manager (DEC Watertown)  
Steven Heerkens , Biologist (DEC Herkimer)  
Michael Carroll, Land Surveyor (DEC Herkimer)\





**\*\*EASEMENT ONLY \*\***  
for radio towers  
held by Leatherstocking Media Group, Inc.  
Proposed to be extinguished

000-1-3.2

THOMAS ROAD

Oriskany Flats WMA

Oriskany Flats WMA

Oriskany Flats WMA

N/F CSX Railroad

Oriskany Flats WMA

Oriskany Flats WMA

**SKETCH MAP**  
Showing Location of Easement for Radio Towers  
On the Oriskany Flats Wildlife Management Area  
Town of Whitestown, County of Oneida  
State of New York  
(not to scale)

ONEIDA COUNTY DEPARTMENT OF FINANCE

TAX STATEMENT

PHONE: (315) 798-5753

DATE: 01/03/22

TO: LEATHERSTOCKING MEDIA GRO
211 MAIN ST
COOPERSTOWN NY

13326-

DELINQUENT NOTICE

DELINQUENT TAXES EXIST AGAINST THE PROPERTY LISTED BELOW. A 5% PENALTY WAS ADDED PURSUANT TO LAW AND INTEREST AT 10% PER YEAR IS ACCUMULATING AGAINST THE BALANCE DUE.

IN ORDER TO PROTECT YOUR INTEREST IN YOUR PROPERTY IT IS ESSENTIAL THAT YOU PAY THIS TOTAL. SHOULD TAX REMAIN UNPAID THIS PROPERTY WILL BE ADVERTISED AND THE COST ADDED TO THE AMOUNT DUE.

TOWN OF WHITESTOWN
307089 276.000-1-3.2

OY \* ASSESSMENT LAND: 20000
\* ASSESSMENT TOTAL: 96000
\* PROPERTY CLASS: 515

SCHOOL CODE: 307001

PROPERTY LOCATION: 6490 THOMAS RD

Table with columns: TX YR, TAX TYPE, CERT. NO., ACCRUED TAXES, INTEREST, ADV. FEE, TOTAL DUE. Rows include tax details for years 17-21 and a stub search fee.

\*\*\*\*\*> TOTAL AMOUNT DUE IF PAID BY 01/31/22 = \$ 32080.14

MAKE CHECK PAYABLE TO:
MAIL TO:

COMMISSIONER OF FINANCE
800 PARK AVE.
UTICA, NY 13501

FAILURE TO RECEIVE A TAX BILL DOES NOT WAIVE OBLIGATION TO PAY TAX OR PENALTY. PLEASE RETURN THIS NOTICE WITH CHECK OR MONEY ORDER. IF RETURN RECEIPT IS NEEDED, PLEASE INCLUDE SELF-ADDRESSED, STAMPED ENVELOPE.

>> THE ORIGINAL TOWN AND COUNTY TAX FOR 2022 TOTALS ==> \$ 4849.57 <<

ATTENTION: Taxes and/or charges in transition to this office from local collector(s) are not reflected on this statement.