



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

August 8, 2018

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

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ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

July 23, 2018

FN 20 18-279

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

READ & FILED

Dear Mike:

Pursuant with Section 5 of the County's written investment policy, please find a list of the current/approved depositories for Oneida County:

- Bank of Utica
- National Bank & Trust
- J.P. Morgan Chase
- Adirondack Bank
- Chemung Canal Trust Company (and/or Capital Bank, as a Division of)
- Key Bank
- M&T Bank (and Wilmington Trust Corporation, as wholly owned subsidiary)

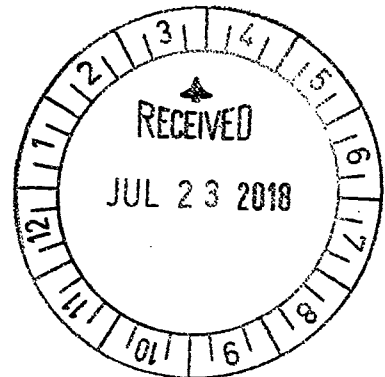
If you have any questions, please call.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/ty

cc: Anthony J. Jicente, Jr., Oneida County Executive
Gerald J. Fiorini, Chairman of the Board



ANTHONY J. PICENTE, JR., *County Executive*

JOHN R. KENT, Jr., *Commissioner*

(315) 798-5710

FAX (315) 798-5852

planning@ocgov.net



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

August 1, 2018

FN 20 18-280

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

WAYS & MEANS

Dear County Executive Picente:


As you are aware, the County has authorized \$2 million to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program. The Town of Marshall has submitted an application to the County for a Flood Mitigation Grant for \$17,000 to repair and rightsize an undersized culvert impacted with damage from the July 1-2, 2017 storms and create a more resilient infrastructure to protect against further flood events.

The Oneida County Board of Legislators Resolution #232, dated July 12, 2017, created Capital Fund H-562 for the purpose of funding projects through this grant program.

The application from the Town of Marshall has been reviewed and approved by the review committee. The County has determined that the Town of Marshall should receive the \$17,000 requested flood mitigation assistance as match to the project. In order to process these funds as applied, we need your signature to finalize the contract execution between Oneida County and the Town of Marshall.


Thank you for your assistance in this matter.

Sincerely,


 John R. Kent, Jr.
 Commissioner



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


 Anthony J. Picente, Jr.
 County Executive

Date 8-6-18

Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Marshall
2651 State Rte. 12B
Deansboro, NY 13328

Title of Activity or Service: This agreement is between Oneida County, the Oneida County Soil and Water Conservation District, and the Town of Marshall for a culvert replacement project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

Proposed Dates of Operation: Upon BOL approval – December 31, 2019

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** The award of \$17,000 for a culvert right-sizing project to repair damage from July 1, 2017 storms.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

Total Funding Requested: \$17,000 **Account # H562**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): Local \$17,000/County \$17,000

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

FLOOD MITIGATION GRANT AGREEMENT BETWEEN
ONEIDA COUNTY,
THE ONEIDA COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND
THE TOWN OF MARSHALL

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal place of business located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), the Oneida County Soil and Water Conservation District, a Soil and Water Conservation District organized and existing under the laws of the State of New York, with its principal place of business located at 121 Second Street, Oriskany, New York (hereinafter the District"), and the Town of Marshall, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 2651 State Route 12-B, Deansboro, New York (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 storm caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the District has the expertise necessary to assist in designing and implementing such flood mitigation measures, including engineering services, mapping, surveying and technical assistance in guiding the Grantee through the process of finalizing a grant application and planning a project; and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved by the review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County, the District and the Grantee as follows:

I. AMOUNT OF GRANT

A. The total amount of the Grant shall not exceed seventeen thousand dollars (\$17,000.00).

B. COUNTY SHARE

1. The County shall award the Grantee fifty percent (50%) of the total costs of the approved Project as identified in Section II (hereinafter the "Project"), or seventeen thousand dollars (\$17,000.00), whichever is less, for the costs authorized herein. The total obligation of the County for all compensation and reimbursements to the Grantee under this Grant shall not exceed seventeen thousand dollars (\$17,000.00).

2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.

C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project. In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County and the District, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.

2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County, the District and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of

the agreed-upon amended or revised Project Plan shall be provided to the County, the District and the Grantee pursuant to the notice provisions of Section IV of this Agreement.

3. The Grantee agrees to take “before and after” photographs of the Project and shall provide copies of all photographs to the County and the District as soon as they are produced.

B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover the Project’s implementation costs, not to exceed \$17,000 (50% of the Project implementation cost) in Program funds.
2. The County shall coordinate with and regularly meet with the District to review and ensure the progress and level of completeness of the Project, as well as the processing of payments.

C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by the County for the implementation of an approved Project under the Grant Program.
2. The Grantee’s Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the District, as shown in the Project Plan, attached hereto as Exhibit “B.”
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee’s project designer, and subsequent approval of the County and the District.
4. The terms of this Agreement shall cover the life span of all Projects implemented under this Agreement as set forth in the District policies. These Projects will be operated and maintained in accordance with the Project Plan developed for these Projects. The Grantee hereby acknowledges that it has received a copy of the Project Plan, and has read, understood and agrees to be bound by all the terms and conditions contained therein.

5. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
6. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
7. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
8. The Grantee will work with the District to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the District or the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County and the District. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
9. The Grantee agrees to indemnify, hold harmless and defend the County and the District from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below
10. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes but is not limited to disputes, claims and lawsuits.
11. The Grantee agrees to indemnify, hold harmless and defend the County and the District from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.
12. The Grantee will allow access to the County, the District or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.

13. The Grantee shall allow reasonable access to the County, the District, or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.
14. Upon completion of the Project, the Grantee will obtain certification from the County and the District that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the District and the County for reimbursement.
15. The Grantee shall provide fifty percent (50%) of the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
16. The Grantee will indemnify, hold harmless and defend the District and the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.

D. DUTIES/REPRESENTATIONS OF THE DISTRICT

1. The District shall provide the Grantee with a Design Cost Estimate ("DCE") and the method of procurement that must be used for the approved Project.
2. The District shall direct the installation of the Project, and after installation determine that the installation meets all applicable standards and specifications, District criteria, and manufacturer's recommendations.
3. The District shall assure that, unless otherwise specified, all materials used are in new condition, and that both materials and workmanship is of good quality and is completed in a timely manner.
4. At the Grantee's request, and upon certification of a properly constructed and implemented Project, receipt of appropriate invoices, bills and other documentation as well as a copy of the signed Grantee-subcontractor contract, the District will authorize the County to issue payment directly to the subcontractor on behalf of the Grantee. No partial payments will be made for a Project under construction. The acceptance of the contract sum shall constitute a waiver by the subcontractor of any claims to be made for further payments by the District or the County. Neither the

District or the County are responsible for any and/or all late payment fees or interest payments.

5. The District shall provide the Grantee with a written copy and a briefing on the Project Plan for the Project.
6. The District shall issue to the Grantee a properly executed Internal Revenue Form 1099-Misc., and any other documentation required by the Grantee, to properly account for this Project.

E. TERMINATION AT REQUEST OF GRANTEE

The District or the County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project due to financial difficulties. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay to the District all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators.”

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

IV. CONTACT PERSONS

A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to both the other parties.

B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Associate Planner
Oneida County Planning Department
321 Main Street, Union Station
Utica, NY 13501
Phone (315) 798-5710
Fax (315) 798-5852

C. The District's authorized representative for the Grant Program is:

Kevin Lewis, Director
Oneida County Soil and Water Conservation District
121 Second St
Oriskany, NY 13424
Phone: (315) 736-3334
Fax: (315) 736-3335

D. The Grantee's authorized representative for the Grant Program is:

V. COSTS

A. **ELIGIBLE COSTS:** Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;
7. Actual construction of the Project; or
8. Certain other types of costs may be eligible provided that they are
 - a. Directly incurred by the Grantee; and
 - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
 - c. Have prior written approval of the County.
9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.

B. **NON-ELIGIBLE COSTS:** Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:

1. Any costs incurred before the effective date of this Grant;
2. Fund raising;

3. Taxes, except sales tax on goods and services;
4. Insurance, except title insurance;
5. Attorney fees; except for acquisition and clearing title to land;
6. Loans, grants, or subsidies to persons or entities for development;
7. Bad debts or contingency funds;
8. Interest;
9. Lobbyists; and
10. Political contributions.

VI. PAYMENT OF GRANT MONIES

- A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the District and the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of the Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project area(s) prior to release of the final ten (10) percent of the funds.

- B. **ADVANCEMENT:** Under this Grant, the County agrees to advance up to fifty (50%) percent, or eight thousand, five hundred dollars (\$8,500.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County, the District, or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the “Indemnifying Party”) shall indemnify and hold harmless, and at the County’s option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee’s authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee’s authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.
- B. To the fullest extent permitted by applicable law, the Grantee (the “Indemnifying Party”) shall indemnify and hold harmless, and at the District’s option, defend, the

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

IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. The County (for purposes of this form, specifically named as “Oneida County”), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
 2. Workers Compensation and Employers Liability
 - a. Statutory limits apply.

3. Automobile Liability

- a. Business auto liability with limits of at least \$1,000,000 each accident.
- b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. The County (for purposes of this form, specifically named as "Oneida County") shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

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

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties

agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2019, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County, the District or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County and the District.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).
2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program will affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Grant Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Program funds.

XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: _____

ANTHONY J. PICENTE, JR.
Oneida County Executive

TOWN OF MARSHALL

By: _____

SUE McCONNELL
Deputy Town Supervisor

ONEIDA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By: _____

KEVIN LEWIS
Executive Director

Approved

Robert E Pronteau
Oneida County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

Exhibit A



Oneida County Flood Mitigation Assistance Program



Application for Assistance

1. Applicant Organization Legal Name: *Town of Marshall*

2. Federal Employer ID Number (EIN): *(A)*

3. Municipality: *Town of Marshall*

4. Name of Chief Elected Official: *Morris Sturdevant*

5. Name of Primary Contact: *Sue McConnell / Morris Sturdevant*

First Name:

Last Name:

6. Title of Primary Contact: *Deputy Supervisor / Supervisor*

7. Contact Information:

Telephone

Fax

E-mail

(315) 841-4473

*gmccon5957@aol.com (Sue)
Marshallsuper@townofmarshall.com (Morris)*

8. Contact Address: *Marshall Town Hall
NY 12 B
Deansboro NY 13328*

2. Project Type: *Culvert Right-of-way on White Creek, an Oskany Creek tributary,*
3. Project Location: *Maxwell Rd, Town of Marshall. 475' east of the intersection of Maxwell & Post.*

4. Project Start Date: 10.1.17

Grant Funds Requested \$ 17,000.00

Estimated Completion Date: 10.15.17

Match Funds \$ 17,000.00

Total Project Cost \$ 34,000.00

5. Name(s) of Affected Waterbody(ies): *White Creek*

6. Project Description: Please provide the following information *Please see attached.*

Describe existing conditions and how flooding mitigation will be improved.

Describe the activities that will be implemented; include information about the approved Best Management Practices (BMPs) dimensions, specifications, etc.

Describe what work, if any, has been completed in support of the proposed project. Include, as appropriate, the status of technical reports, conceptual design and construction drawings, plans and specifications, requests for bids, permits, etc.

Maxwell Road Proposed Culvert, Tuesday, August 29, 2017

Location: The 36" corrugated steel circular culvert on Maxwell Road is located approximately 475 feet east of the Post Street intersection in the Oneida County Town of Marshall. The culvert conveys White Creek, a Class AA tributary to the Oriskany Creek. The Drainage Area to the culvert is 450 acres (0.7 square miles) and the contributing area is largely agricultural and forested. The project includes 2 tax parcels:

Upstream side of culvert: 365.000-1-21, McConnell, 7874 Maxwell Road, Clinton, NY 13323

Downstream side of culvert, both sides of the stream: 365.000-1-17.3, Michael Doyle, 7923 Maxwell Road, Clinton, NY 13323.

The stream flows generally northward to the Oriskany Creek. Therefore, the right bank facing downstream will be referred to as the eastern bank and the left bank facing downstream will be the western bank.

Project Overview:

In the July 1, 2017 storm event in Southern Oneida County, approximately 5 inches of rain fell in 27 hours. As a result of the storm, the 3' diameter steel corrugated culvert conveying White Creek under Maxwell Road became clogged with debris, leading to the flooding and failure of the road. Due to the dangerous condition of the road, the Town of Marshall has had the road closed since the storm. The pipe has failed in previous events and has had to be replaced. In an effort to mitigate the future damages, the Town and the SWCD propose to right size the infrastructure by installing a squashed corrugated, aluminized pipe arch with a 142" span and a 91" rise. These dimensions correspond to 1.25 times the bankfull width recorded by the SWCD in the channel both upstream and downstream of the existing pipe. The longitudinal profile completed on the channel reveals that the stream has a water surface slope of approximately 5.9% making it more like a step pool system than a riffle/pool system. The upstream side of the channel has some floodplain connection and depositional features but also includes several sections that are incised. While approximately 135 feet upstream of the culvert invert, the channel becomes braided, much of the upstream section remains well vegetated on both banks. On the downstream side of the culvert, the channel shows quite a bit of damage from the high velocity storm flows. The channel has scoured down to clay and the banks are unstable on both sides throughout much of the reach. The existing pipe has a 1.1 foot drop from the outfall into a 1.3' deep scour pool which limits aquatic passage. The proposed pipe will tie into the existing elevation of the upstream invert at 86.4. The 60 foot length will outfall at elevation 83.1 which is a 7% slope. The existing plunge pool will be filled to create the downstream grade control at the outfall of the new pipe in order to remove the barrier. The proposed 60 feet of pipe length reduces the slopes required from the road. The existing centerline of the road is 101.28 which creates approximately 9.3 feet of fill over the proposed pipe. Baffles will be installed in the pipe in order to accommodate passage. Grade control will be placed upstream of the new pipe at station 0+50. The downstream grade control will begin at the outfall of the new pipe at station 1+20. The grade control will be constructed of heavy rock rip rap or logs if suitable material can be found. A rock headwall will be installed on both the upstream and downstream sides of the culvert.

Watershed Calculations:

According to the TR-55 analysis completed by the SWCD office, the Runoff Curve Number is 68.

Peak discharges:

10 year: 153 cfs,

25 year: 247 cfs;

50 year: 343 cfs and

100 year 465 cfs;

Existing estimated pipe capacity is approximately 100 cfs which is only the 5 year event peak.

Project Goals:

Right size the Maxwell Road pipe which has repeatedly failed in large storm events.

Stabilize the degrading bed on White Creek by installing grade controls.

Restore aquatic passage in the new culvert to reconnect spawning grounds.

Drainage Area: 0.6 square miles.

Current Land Use: The drainage area to the Maxwell Road site is largely agricultural. Approximately 30% of the watershed is wooded. According to StreamStats, 0.13% of the watershed is impervious.

Bankfull Verification: The Oneida County SWCD completed surveys of the Maxwell Road site in July and August of 2017 following the storm event. Bankfull was identified using slope changes, vegetation, and depositional features. On the upstream side of the culvert, the average bankfull width was 7.5 feet. On the downstream side of the culvert, the bankfull width was approximately 10 feet but the channel was very unstable.

Reference Reach A possible reference reach was identified approximately 105' upstream of upstream invert on the McConnell property. The Reference Reach is fully vegetated and has floodplain connectivity and a low Entrenchment Ratio of 2. The dimensions of the Reference Reach are plotted and included in this packet. Dimensions are as follows:

- BF width is 6';
- BF Depth is 0.9'
- BF area is 5.4 sf
- Entrenchment is 2 (Width of FPA is 12')

By comparison, StreamStats calls for

- BF Width of 13.8 feet
- BF Depth of 0.9 feet
- BF Area of 12.5 square feet

It should be noted that the StreamStats are a guideline and should only be relied upon when a stable reference area is not available. We feel that we did find a stable section to replicate the dimensions approximately 105 upstream of the existing pipe.

Overall, the channel has a low sinuosity (1.04) and steep slope (5.9%). The bedload upstream is larger gravel while, post storm, the bed has scoured to clay. Based on these conditions, we feel that the channel downstream of the culvert is a Rosgen B4a while upstream of the culvert, there are more stable portions that are C4b.

Lateral stability: The streambanks on the downstream side are much more unstable than the upstream side. One section near the pond on the Doyle property is approximately 10 feet high and within 8 feet of the western edge of the pond. Providing grade control will help reduce some streambank damage. However, it is beyond the scope of this project to repair the privately owned streambanks on the downstream property.

Constraints for restoration: Timing to finish the project prior to the end of the trout window.

Design Components:

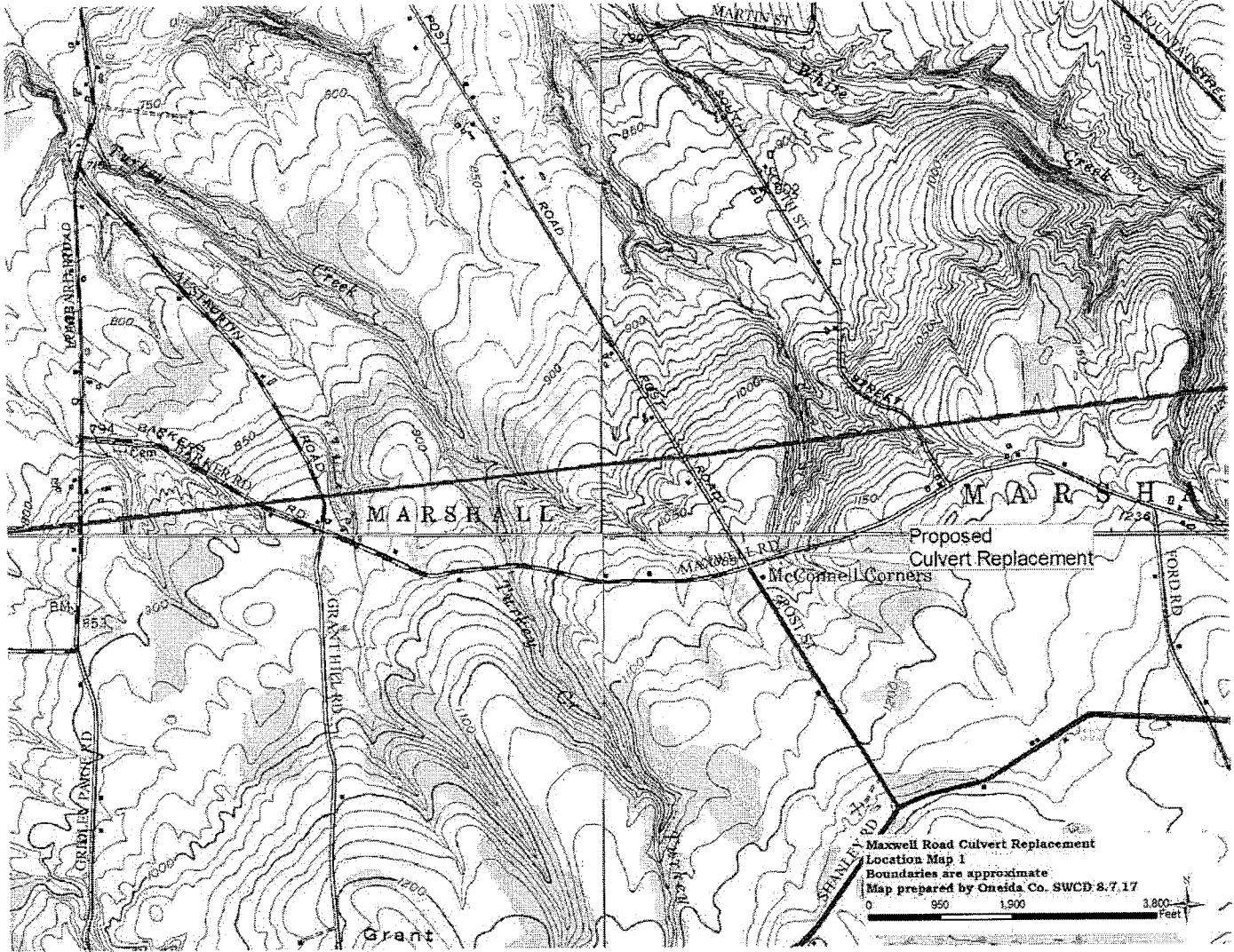
- Install approximately 60 linear feet of new squashed pipe on Maxwell Road. Pipe will be installed at a lower grade to eliminate drop from existing culvert.
- Install rock grade control on the upstream and downstream side of the culvert to stabilize the bed.
- Install baffles in the pipe to accommodate aquatic passage.
- Salvage stackable rock from existing site to use for headwall material.

Cross sections and existing and proposed profiles are attached for review.

Typical of baffles and grade controls are attached for reference.

Planting Plan: All disturbed areas will be seeded with a conservation seed mix and mulched with hay or straw. Bank areas disturbed will also have willow stakes installed.

Maintenance Plan: The Town of Marshall will sign an easement with the Oneida County SWCD indicating that they will not remove or damage the project components for at least 10 years. The site will be monitored by SWCD staff after bankfull events and significant storm events in order to identify damages and plan for repairs.



Location Map: nearest address is 7874 Maxwell Road, Clinton, NY 13323.

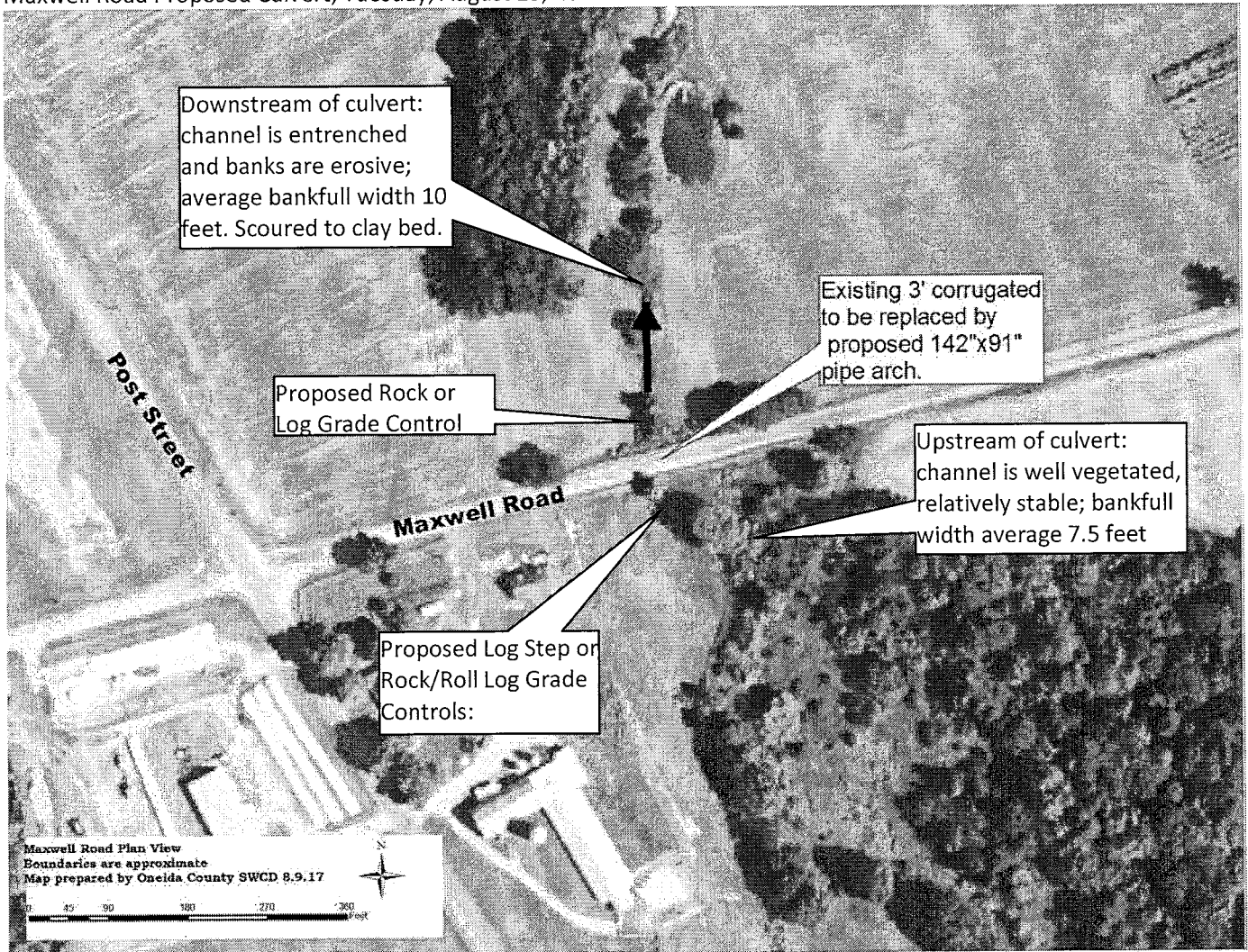
Maxwell Road Proposed Culvert, Tuesday, August 29, 2017



Maxwell Road Watershed from StreamStats; Drainage area is 0.6 square miles and land use is largely agricultural.



2015 Pictometry showing alignment of White Creek at Maxwell Road.





Damages on Maxwell Road in the Town of Marshall, facing east. The damages are on the downstream side of the road.



Existing perched 3' diameter corrugated culvert to be replaced by pipe arch with baffles. New culvert will be 60 feet long instead of 50 feet long. The downstream invert will be placed at the elevation of the bed.



Best available reference with floodplain connection and low entrenchment ratio and decent veg on each bank located 105' upstream of the upstream invert of the existing culvert. Facing downstream.

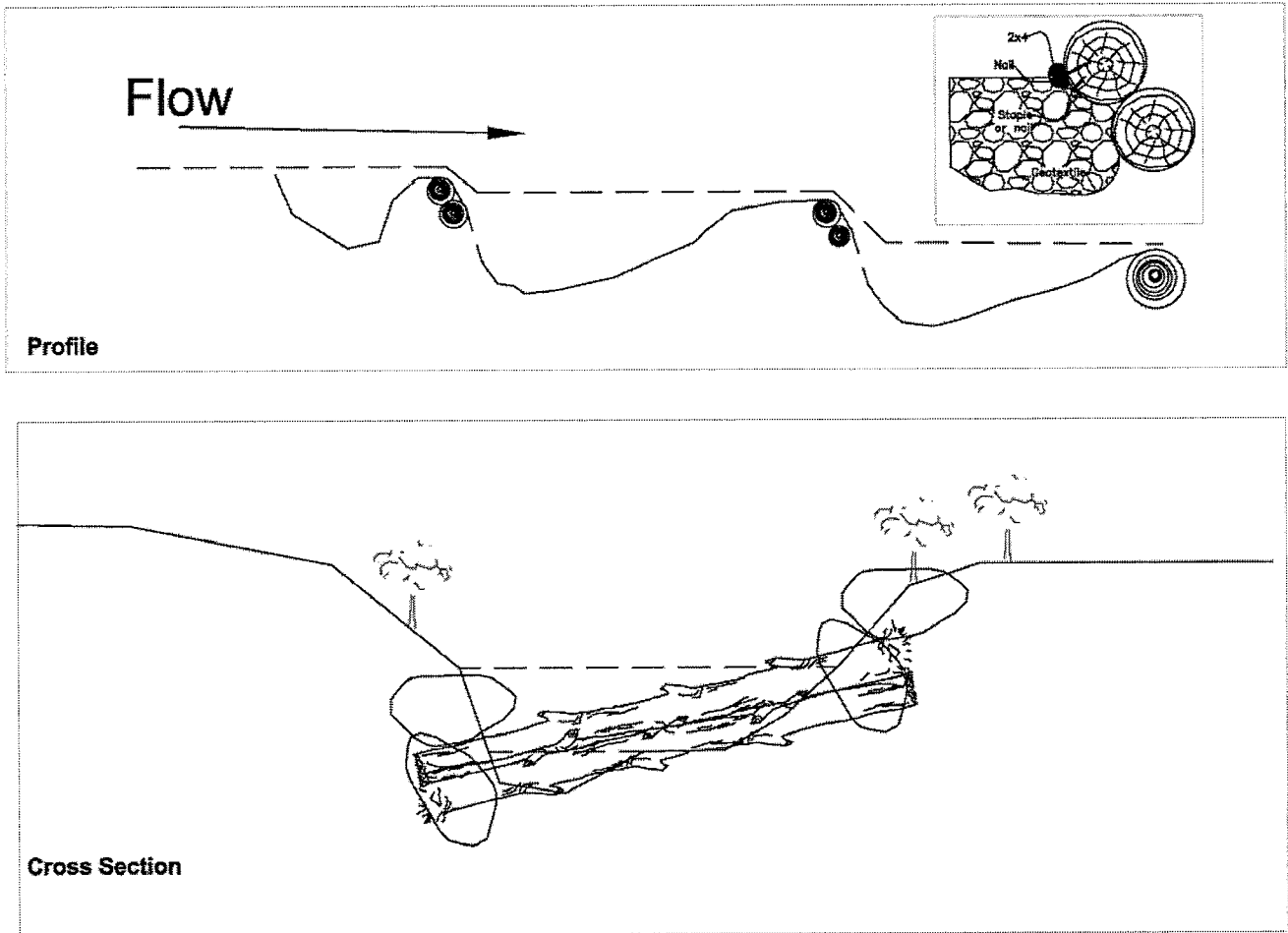


Approximately 500 feet downstream of the existing culvert facing downstream. Channel has scoured to clay and banks are erosive.



Facing upstream approximately 100 linear feet downstream of the downstream outfall of the existing culvert. The banks are erosive and the bed appears unstable. The stream did overtop the banks but the channel appears entrenched on the downstream side of the culvert throughout the reach.

Log Grade Control Structure – Typical Drawing



USFWS Typical for Log Steps

| | |
|-------|----------|
| _____ | Title |
| _____ | Approved |
| _____ | Checked |
| _____ | Drawn |
| _____ | Designed |
| _____ | Date |

MARKWELL RD LONG BRO

SWCD

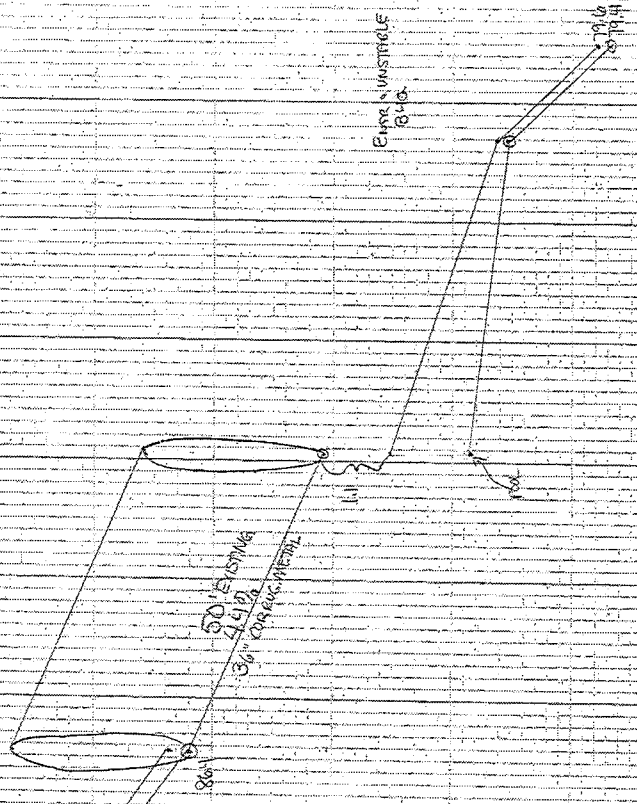
ORCA COUNTY
NEW YORK

| | | |
|-------|-------------------|----|
| _____ | Sheet | of |
| _____ | SWCD Project ID | |
| _____ | SWCD Drawing Name | |

WATER SURFACE SLOPE 5.9%
Avg BFW 1/8 of 36" = 7.5'

CLOP = 101.28
(14" 9" FILLING PIPE EXISTING)

WATER SURFACE
SLOPE 5.9%
100% WATER SURFACE
100% FILL

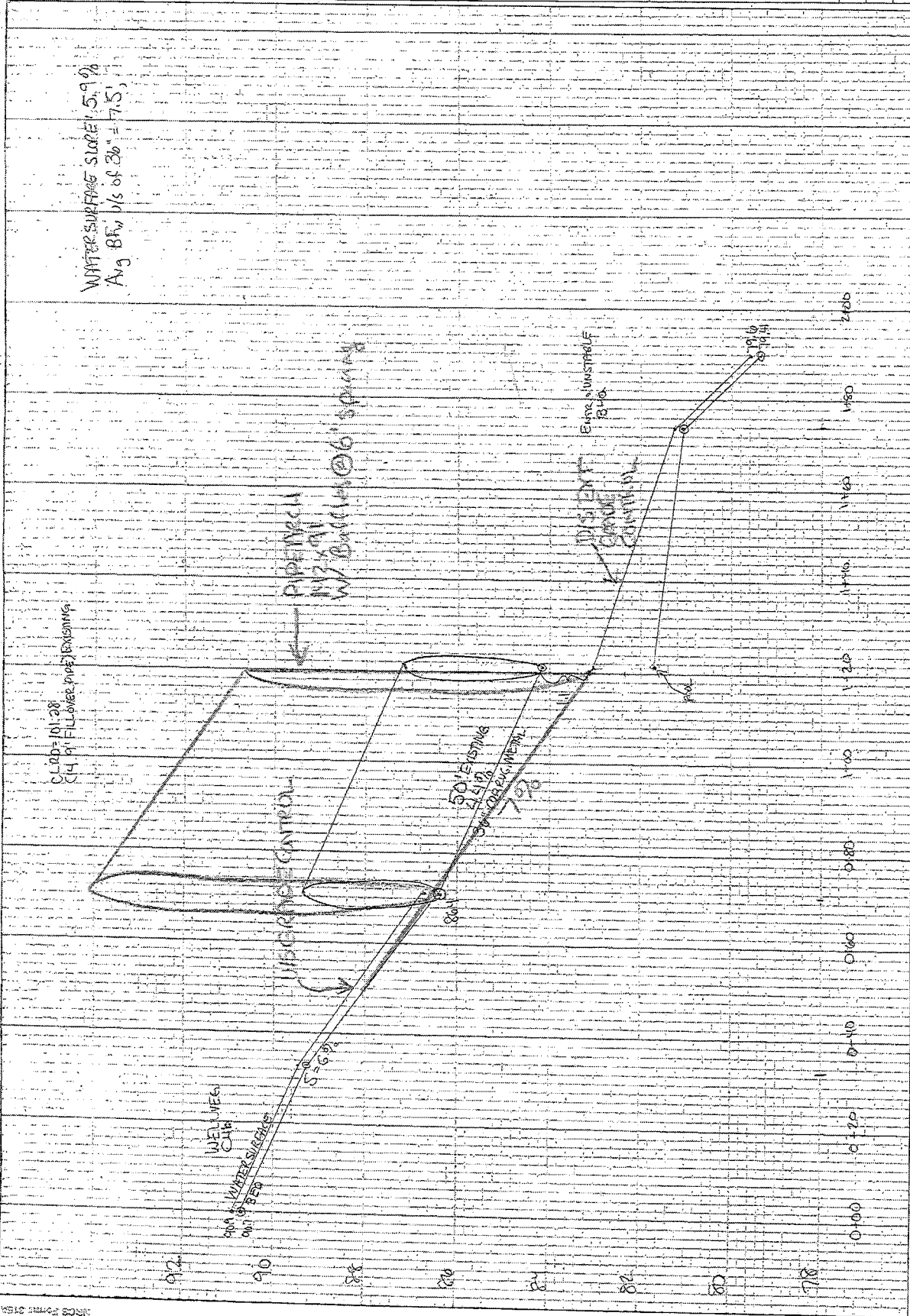


0+00 0+20 0+40 0+60 0+80 1+00 1+20 1+40 1+60 1+80 2+00

| | |
|-------|----------|
| _____ | Title |
| _____ | Approved |
| _____ | Checked |
| _____ | Drawn |
| _____ | Designed |
| _____ | Date |

MAXWELL RD LONG PRO
 PROPOSED CONDITIONS 8-30-17

SWCD
 NEW YORK
 SWCD Drawing Name
 SWCD Project ID
 Sheet of



NS03 201111 315M

Reorder 1-900-662-1458

From: Jo-Anne Humphreys <jo-anne-humphreys@oneidaswcd.org>
Date: 8/8/17 4:57 PM (GMT-05:00)
To: 'Technical Department' <gmccon5957@aol.com>
Cc: 'marshallhighway' <marshallhighway@gmail.com>
Subject: Maxwell Road

Hello :)

I wanted to provide you with an update on the Maxwell pipe replacement project before your board meeting:

Permits: I received the paperwork for the DEC municipal permit and should be able to finalize that tomorrow with one more measurement verification. I believe that the USACE is issuing an emergency work authorization for the area. However, even if they don't, if we work within the USFWS's guidelines, we usually get the USACE permit without any trouble.

Cost Estimate: The cost estimate is currently at \$32,000 which, according to standard procurement procedures would normally indicate getting 3 quotes rather than going out to formal bid. I'm assuming that the town can haul stone, restore the site (paving, soil stabilization) and install the baffles (see below). The cost estimate is as follows:

Pipe: 60 linear feet of aluminized squashed pipe, 142" x 91" and 2 bands: \$13,882.88 (Lane; I also received a quote from Steel Sales but they were around \$19,000 for the pipe). Getting this size pipe accomplishes 2 things: 1) it expedites the DEC permit by complying with the 1.25x bankfull width requirement which means that we don't have to public notice the project as it is covered under the General Permit. This saves 30 days. 2) hopefully, this is the last time you'll have to fix this pipe! By right sizing the infrastructure, the road shouldn't overtop anymore. This pipe should take about 700 cfs and the current pipe only takes about 130 cfs. Because it is currently undersized, the downstream stretch is very degraded and scoured down to clay with bare and erosive streambanks. It takes about 3 weeks to get the pipe but that still gives us plenty of time for the installation before the trout window closes.

Rock for Grade control: \$7000 (we may be able to alter this to use logs given the size of the channel which would save quite a bit of money; I just need to double check with my USFWS rep; for now, we'll say rock to be conservative). I believe that we need grade control on the upstream and downstream side based on the final survey data showing the channel slope at 5%.

Baffles: The pipe is currently on about a 3% slope. This is pretty steep so installing the pipe on a flat grade will be difficult and will probably require baffles to allow fish passage which is a permit requirement. Baffles are basically barriers installed inside the pipe that provide pools in the pipe to accommodate fish passage. We are currently installing a pipe with baffles in Ava - please see the attached photo. The baffles were easily installed by the highway crew in 1 morning. They are approximately \$120 each and we'd need about 10 of them. There is also some hardware (ie, nuts, bolts) which will add a few hundred dollars but I'll be able to finalize that in the design.

Labor: I'm estimating about 4 days of labor so maybe 40 hours at \$250 per hour is \$10,000 from a contractor but that's an estimate. Having

the road closed really helps with getting the project done quickly as opposed to keeping one lane of live traffic which would probably double the amount of time needed to do the work.

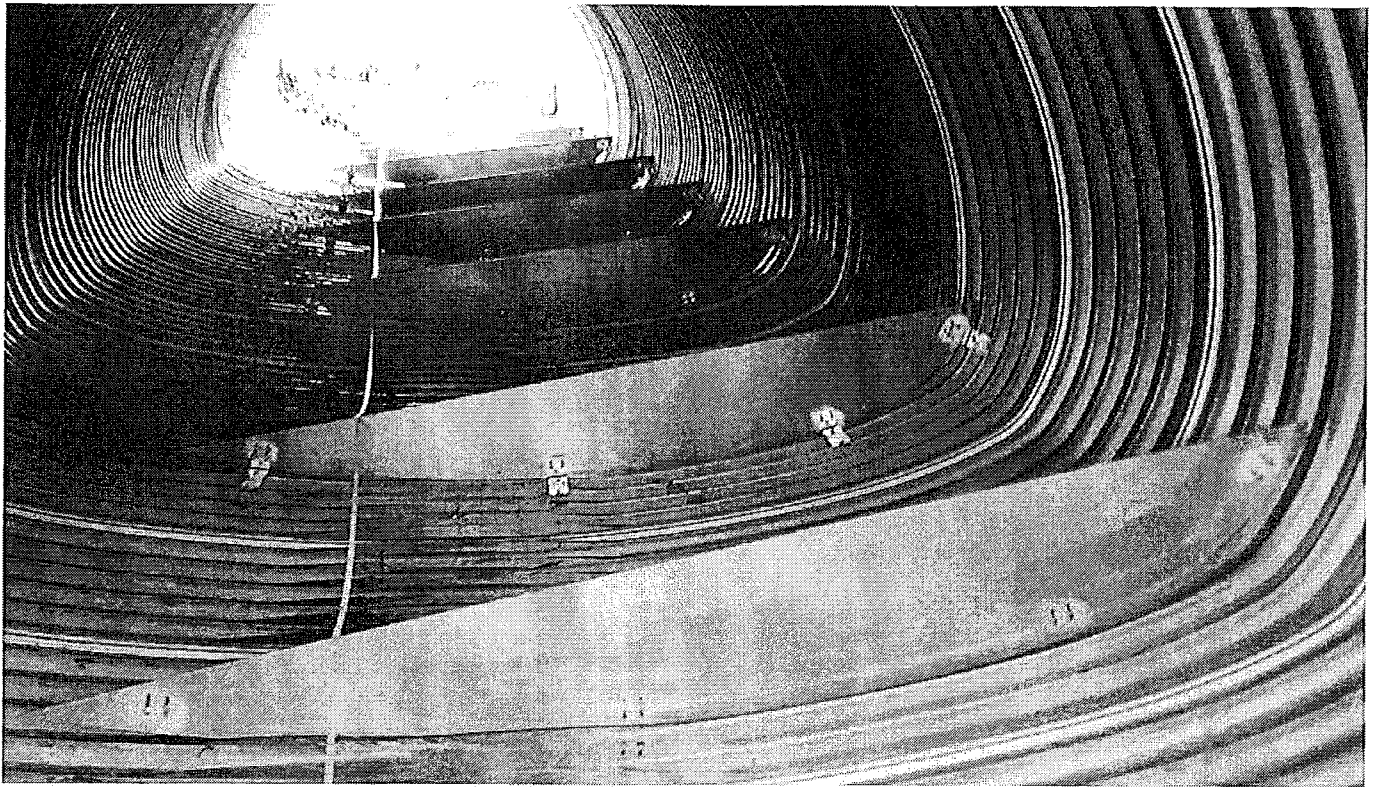
We'd be able to help with construction oversight and permitting. If you'd like me to reach out to 3 contractors to get quotes, I can do that tomorrow.

Thank you,

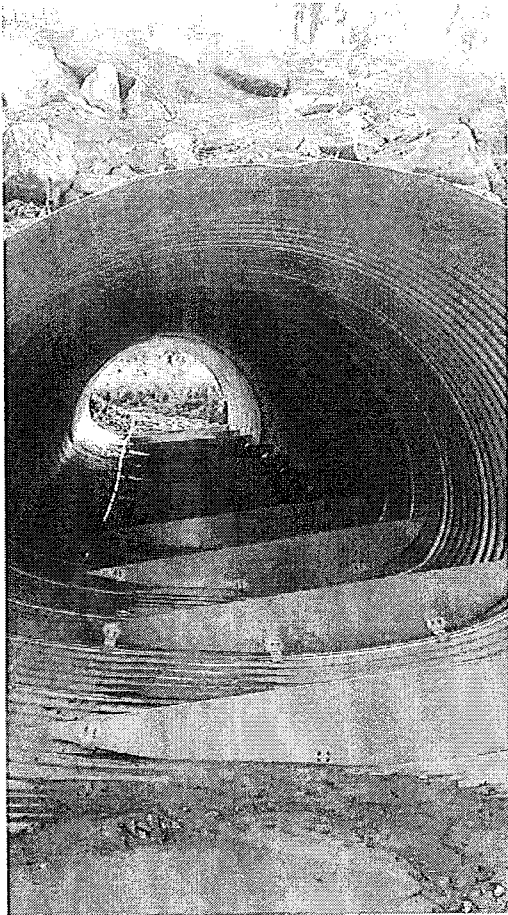
Jo-Anne Humphreys
Oneida County SWCD
121 Second Street
Oriskany, NY 13424
Phone: (315) 736-3334
Fax: (315) 736-3335



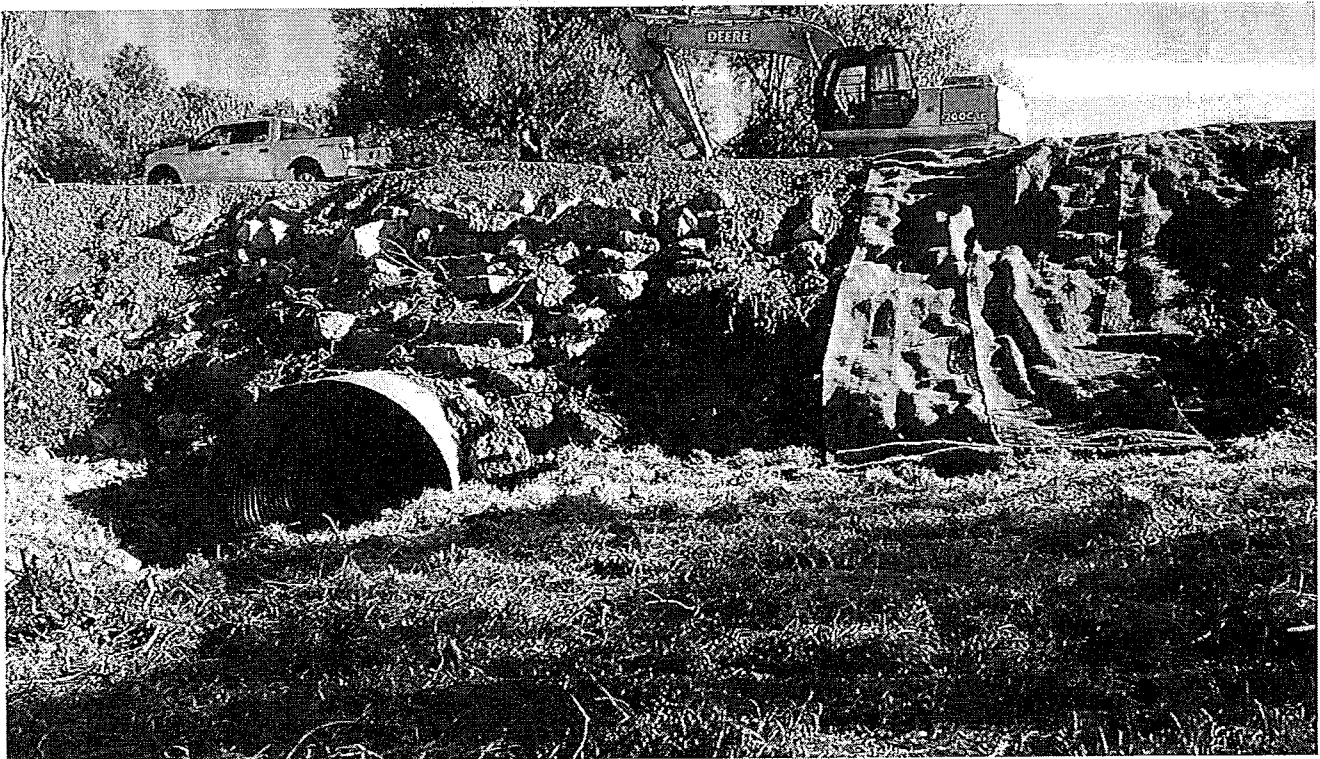
Facing downstream at the upstream extent of the new 143" span culvert with baffles. Baffles are spaced at 6' intervals. Photo 10.5.17.



Baffles in the Maxwell Road pipe, photo 10.15.17.



Facing upstream from the outfall of the new 142" span pipe at Maxwell Road. The aquatic passage barrier is no longer present. Photo 10.5.17.



Facing upstream at the outlet of the new 142" span culvert. Fabric was placed on the steep bank after seeding for erosion and sediment control. Photo 10.5.17.

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

July 13, 2018

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

FN 20 18-281

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

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

| PIN | BIN | Road/Feature | Municipality | Funding | |
|---------|---------|-------------------------------|----------------|---------|-----------|
| | | | | | |
| 2754.40 | 2205630 | Mill St. Bridge over Fish Cr. | Town of Camden | Federal | \$747,200 |
| | | | | Town | \$186,800 |
| | | | | Total | \$934,000 |

This bridge is owned and maintained by the Town of Camden. Oneida County has offered assistance to the Town of Camden regarding PIN 2754.40. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H-569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via federal aid, State aid if received, and 100% reimbursement from the Town of Camden for all remaining expenditures. An inter-municipal agreement formalizing these conditions will be forwarded for consideration.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that Delta Engineers is the most qualified consultant for this project. Subsequently, the Department of Public Works negotiated a proposed contract with Delta Engineers to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

On March 16, 2018 the Oneida County Board of Acquisition and Contract accepted a proposal from Delta Engineers with a Lump Sum fee of \$143,166.00 to prepare a plans and specifications for rehabilitation of the Mill St. Bridge over Fish Cr. in the Town of Camden.

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

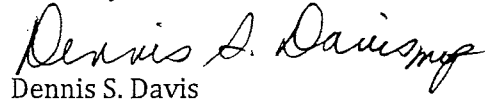
Anthony J. Picente, Jr.
County Executive

Date 7/24/18

If acceptable, please forward the enclosed agreement for the aforementioned services to the Oneida County Board of Legislators for consideration. This agreement would not be fully executed until the aforementioned inter-municipal agreement is approved and fully executed.

Thank you for your continued support.

Sincerely,

A handwritten signature in cursive script that reads "Dennis S. Davis". The signature is written in black ink and is positioned above the printed name.

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Delta Engineers, Architects, & Land Surveyors,
 P.C.
 860 Hooper Road
 Endwell, NY 13760

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

Summary Statements

1) Narrative Description of Proposed Services:

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

| PIN | BIN | Road/Feature | Municipality | Funding | |
|---------|---------|-------------------------------|----------------|---------|-----------|
| | | | | | |
| 2754.40 | 2205630 | Mill St. Bridge over Fish Cr. | Town of Camden | Federal | \$747,200 |
| | | | | Town | \$186,800 |
| | | | | Total | \$934,000 |

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On March 16, 2018 the Oneida County Board of Acquisition and Contract accepted a proposal from Delta Engineers with a Lump Sum fee of \$143,166.00 to prepare a plans and specifications for rehabilitation of the Mill St. Bridge over Fish Cr. in the Town of Camden.

This agreement would not be fully executed until the aforementioned inter-municipal agreement is approved and fully executed.

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

3) Program Design and Staffing: N/A

4) Funding

Account #: H-569

Total Funding Requested: \$143,166.00

Oneida County Dept. Funding Recommendation: \$143,166.00

Proposed Funding Sources

Federal: \$114,532.80

New York State: \$0.00

Town of Camden: \$28,633.20

Past Performance Data: N/A

O.C. Department Staff Comments: None

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made this day of _____ 2018, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, NY 13501, the TOWN OF CAMDEN (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 14 Church Street, Camden, NY 13316, and Delta Engineers, Architects, & Land Surveyors, DPC, a domestic professional corporation, organized and existing under the laws of the State of New York with its place of business located at 860 Hooper Road, Endwell, New York 13760 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, County and Town require consulting services to assist in preparing detailed plans and specifications for rehabilitation of the Mill Street Bridge over Fish Creek Bridge (BIN 2205630). Project scope includes bridge replacement with minor approach work; and

WHEREAS, Consultant has submitted a proposal to provide such plans and specifications, more fully defined herein; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement;

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in **Attachment B** (hereinafter "the Services").

1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate no later than September 30, 2021.

2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager, authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

3. COMPENSATION

3.1. Consultant will be paid a Lump Sum fee of **One Hundred Forty-Three Thousand One Hundred Sixty-Six dollars and Zero cents (\$143,166.00)**, for all services identified in **Attachment B**. Payment shall be made on a basis of Services completed.

3.2. **Attachment B, Attachment C and Attachment D** shall be used to calculate payment

due for Services performed and reimbursable expenses.

3.2.1. Consultant shall provide detailed cost accounting for all reimbursable expenses.

3.3. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

3.4. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.5. Additional compensation, at a mutually agreed upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, that are not the fault of Consultant.

3.6. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

4. EXECUTORY OR NON-APPROPRIATION CLAUSE

4.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

5. SCOPE OF SERVICES

5.1. This Agreement represents the entire and integrated Agreement between the Parties

hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

5.3. Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

6. PERFORMANCE OF SERVICES

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County or Town. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

6.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.8. Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind County or Town, or create obligations on the part of County or Town, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

7. NON-ASSIGNMENT

7.1. In compliance with New York General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by County.

8. SUBCONTRACTS

8.1. A subconsultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services. County shall be provided a copy of any and all agreement(s) between Consultant and any subconsultants regarding the award of any portion of the Services within ten (10) days of their final execution.

8.3. Agreements between Consultant and the subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

10. PROJECT MANAGERS

10.1. County and Town designates the Deputy Commissioner, Division of Engineering, as their Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance

under this Agreement, and for liaison and coordination between the Parties. In the event County and Town wish to change their representative, Consultant will be notified in writing. 10.2. Consultant designates Tamer Osman, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or subconsultant shall be subject to approval by the Project Manager for County and Town.

11. NOTICES

11.1. Any notice to County and Town may be delivered personally or sent by United States mail, postage prepaid to the Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County and Town shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County or Town and therefore shall not make any claim, demand or application for any employee benefit including, not but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County or Town. County, Town, and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not

making such payments or withholdings.

13. ASSUMPTION OF RISK

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County or Town.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, and hold County, Town, their officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to the Consultant's negligence in the performance of this Agreement or from Consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only negligent acts of County, Town, or their officers, agents or employees.

14. INSURANCE REQUIREMENTS

14.1. Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.2. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from

premises, operations, independent contracts, products, completed operations, personal and advertising injury. County and Town shall be included as additional insureds, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County and Town shall be included as additional insureds on a primary and non-contributing basis.

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County and Town shall be included as additional insureds. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

14.6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim.

14.7. Waiver of Subrogation: Consultant waives all rights against County, Town, and their agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.8. County shall not issue a notice to proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required

hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall review Consultant's performance. If it is found Consultant is not

meeting Agreement conditions, it will be formally notified. If the condition is not corrected, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. TERMINATION

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County or Town to fulfill obligations under

this Agreement through no fault of Consultant.

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

18.1. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19. ADDENDUM

19.1. Consultant shall comply with **Attachment D**, the Addendum - Standard Oneida County Conditions.

20. NON WAIVER

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

21. CHOICE OF LAW/FORUM

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. ORDER OF PRECEDENCE

22.1. In case of conflicts between the provisions of this Agreement and the attachments, or between the attachments, the following order of precedence shall control:

22.1.1. **Attachment A**

22.1.2. This Agreement

22.1.3. **Attachment B**

22.1.4. **Attachment C**

22.1.5. **Attachment D**

23. SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. SEVERABILITY

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

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

26.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

27. INCORPORATION BY REFERENCE

27.1. The following attachments, attached hereto, are deemed incorporated into this Agreement, whether or not actually attached:

27.1.1. **Attachment A** – Standard Oneida County Conditions

27.1.2. **Attachment B** – Base Scope of Services

27.1.3. **Attachment C** – Fee Summary

27.1.4. **Attachment D** – Staffing Assumptions

28. AUTHORITY TO ACT/SIGN

28.1. Consultant's signatory hereby represents and certifies that her has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

29. ADVICE OF COUNSEL

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

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

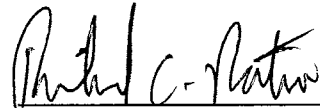
Anthony J. Picente, Jr.
Oneida County Executive

DELTA ENGINEERS, ARCHITECTS, &
LAND SURVEYORS, P.C.



Joseph J. Mieczkowski, P.E.
Director of Transportation Services

TOWN OF CAMDEN



Richard Norton
Town Supervisor

APPROVED BY

Linda Bylica Lark
Assistant County Attorney

Attachment A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

c. The Contractor shall:

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

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

5. NON-ASSIGNMENT CLAUSE.

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

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

ATTACHMENT B

Base Scope of Services

Prepared for:

**Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424**

Describing Services for:

**Mill Street over Fish Creek Bridge Rehabilitation
(BIN 2205630)
Village of Camden
PIN 2754.40**

Original 2/12/18



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Section 1 - General

1.01 Project Description and Location

This project is known as:

Project Name: Mill Street over Fish Creek

PIN: 2754.40

Project Description: Project includes rehabilitation of the Mill Street Bridge over Fish Creek. The project includes superstructure replacement with minor approach work.

Project Limits: The limits of the approach roadway work associated with the bridge replacement are assumed to be 100 feet from each end of the existing bridge.

Sponsor: Oneida County

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Contract Administrator

The **Sponsor's** Contract Administrator for this project is:

Name: Mark E. Laramie, PE
Phone #: 315-793-6236
Email: mlaramie@ocgov.net

All correspondence to the **Sponsor** should be addressed to:

Mark E. Laramie, PE
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

The **Sponsor's** Contract Administrator should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class (II) action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be (Type II).

1.04 Categorization of Work

Project work is generally divided into the following sections:

| | |
|------------|---|
| Section 1 | General |
| Section 2 | Data Collection & Analysis |
| Section 3 | Preliminary Design |
| Section 4 | Environmental |
| Section 5 | Right-of-Way (Not Used) |
| Section 6 | Detailed Design |
| Section 7 | Advertising, Bid Opening and Award |
| Section 8 | Construction Support (Not Used) |
| Section 9 | Construction Inspection (Not Used) |
| Section 10 | Estimating & Technical Assumptions |

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1-4, 6,7 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information (as available):

- Approved project initiation document (Initial Project Proposal or similar documentation plus any supporting information) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Current & future transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Contract Administrator. Meetings may be held to:

- Discuss all project issues, objectives, etc. with **Sponsor** (a "kick-off" meeting).
- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period).

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the "*NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual*", including the latest updates.

If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime **Consultant's** and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

Section 2 - Data Collection & Analysis

2.01 Design Survey

Survey will be done in accordance with the standards set forth in the "Procedures for Locally Administered Federal Aid Projects" manual.

A. Ground Survey

Survey and Mapping will be limited to 100 ft each end of the bridge, for a bandwidth of approximately 75 feet from centerline and extend approximately 70 feet upstream and downstream along Fish Creek. In addition, the survey will included locating all trees within the limits by type and diameter (at breast height).

The **Consultant** will establish written contact, and attempt verbal contact, with each of the involved property owners prior to entering private property.

B. Photogrammetric Survey – Not Used

C. Stream Survey – Not Used

D. Survey of Wetland Boundaries – Not Used

E. Supplemental Survey

The **Consultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

F. Standards

Survey will be done in accordance with the standards set for the *NYS DOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1"=20' scale mapping with 0.5 foot contour intervals.
- 1"=200' scale mapping (large-scale projects only).

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

The **Sponsor** will provide traffic count data for existing conditions and growth factors for forecasting.

The **Consultant** will forecast and provide design year volumes in accordance with the requirements noted in *the NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e.g., am, noon, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed estimates for the peak hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations – Not Used

2.09 Hydraulic Analysis – Not Used

2.10 Bridges to be Rehabilitated

A. Inspection

The **Consultant** will perform a field inspection of the bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level 1 load rating. The intent is to supplement the inspection done as part of the NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of an in-depth inspection of each bridge in accordance with the current AASHTO "Manual for Bridge Evaluation."

B. Bridge Deck Evaluation – Not Used

C. Substructure Coring – Not Used

D. Load Rating of Existing Bridge – Not Used

E. Fatigue Evaluation – Not Used

2.11 Pavement Evaluation – Not used

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual*.

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and may include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping.
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1"=20' plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1"=20' horizontal and 1"=4' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a Bridge Rehabilitation Report (BRR).

The **Consultant** will compare all feasible alternatives, summarize and document the feasible alternatives in the Bridge Rehabilitation Justification Report (BRJR). The BRJR will include the relevant information gathered, cost estimate(s) and conclusions reached during the “Scoping” phase of the project. The BRJR will make a recommendation justifying the scope of the “Preferred Alternative” to be progressed in Final Design. If necessary the BRJR will include; a project general plan with horizontal control data, a profile with vertical control data, existing and proposed transverse sections of the highway, bridge approaches, bridge superstructure and the work zone traffic control strategy.

The **Consultant** will submit The BRJR to the County for review and approval. Following approval by the County, the BRJR will be incorporated into the Draft DAD.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT *Project Development Manual (PDM)*.

The **Consultant** will submit 3 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments.

The **Sponsor** will submit 2 copies to the NYSDOT for preliminary NYSDOT review.

The **Consultant** will revise the Draft DAD to incorporate the comments. The **Consultant** will evaluate and prepare individual responses to the review comments received.

3.05 Advisory Agency Review

The **Sponsor** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A. Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at one (1) public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification by providing a newspaper advertisement to the **Sponsor**.

B. Public Hearing(s) - Not Used

3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrence, and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM Manual*, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit 5 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit 1 copy of the Final DAD to the Town of Camden for review.

The **Sponsor** will submit 3 copies of the Final DAD to the NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 - Environmental

The environmental investigations described in this section will be investigated at the inception of the project, and the information obtained on environmental constraints will be considered during the alternative development and evaluation process.

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the Federal Environmental Approvals (FEA) Worksheet, and forward the completed worksheet to the **Sponsor** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. **Consultant** tasks are limited to:

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the DAD in the Appendix of the DAD.

4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the **Sponsor** for attestation.

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks

- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the *PLAFAP Manual* and detailed in the NYSDOT's *PDM* and *The Environmental Manual (TEM)*, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

The **Consultant** shall perform a preliminary investigation for the presence of asbestos-containing materials (ACM's) within the project site and corridor, using the following screening techniques:

The **Consultant** shall review available as-built drawings, record plans, and other construction drawings of the structure and facilities in the project area, including but not limited to pavement, shoulders, subgrade, underground utilities, buildings, and bridges which could potentially require alterations or demolition as part of the project (including those previously acquired by the Sponsor or NYSDOT) to determine whether the presence of ACM's is indicated. For estimating purposes it is assumed that only Mill Street Bridge will be reviewed as part of this task.

The **Consultant** shall perform a preliminary investigation for the presence of lead-containing materials within the project site and corridor.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the *PLAFAP Manual*, as well as in the *PDM* and the *TEM*. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. General Ecology and Endangered Species
- B. Hazardous Waste
- C. Asbestos
- D.

The findings of the Asbestos Assessment will be summarized in the DAD.

The design of asbestos abatement/removal and preparation of an Asbestos Assessment Report, if required, will be covered under a Supplemental Agreement.

4.06 Permits and Approvals – Not Used

Section 5 - Right-of-Way – Not Used

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

1) Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Structure Package. The Preliminary Structure Package will be developed from the Bridge Rehabilitation Report (which includes the Bridge Rehabilitation Justification Report), considering the comments generated from the review of the Bridge Rehabilitation Justification Report and the Bridge Rehabilitation Report. The Preliminary Structure Package will present the project in more detail and provide a complete picture of the bridge project and the work to be accomplished. The Preliminary Structure Package will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The plan will indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

2) Selected Structural Treatment

The **Consultant** will modify the Preliminary Structure Package to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment identified in Preliminary Structure Package and will obtain NYSDOT concurrence.

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 25 ft. intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

The **Consultant** will prepare and submit 5 copies of the ADPs to the **Sponsor** for distribution and review. The **Consultant** will modify the design to reflect the comments generated from the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to Bidders
- Bid Documents
- Contract Language, including Applicable Federal Provisions and Prevailing Wage Rates
- Special Notes
- Specifications
- Plans
- A List of Supplemental Information Available to Bidders (ie: Subsurface Exploration Logs, Record As-Built Plans, etc.)
- PS&E Transmittal Memo
- Other Pertinent Information

The **Consultant** will submit 5 copies of the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate required relocations with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see *PLAFAP Manual* Appendix 10-8). The **Sponsor** will be responsible for obtaining signed agreements.

6.06 Railroads – Not Used

6.07 Bridge Inventory Forms

Not Required

6.07 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic copies of plans. The electronic information will be in PDF format.

For bridge projects, the **Consultant** will submit the Level 1 Load Rating information to the **Sponsor** for their records, based upon design data.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement / Pre-Bid Meeting

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. The **Sponsor** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

A pre-bid meeting is not required.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced.
- For pay items more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations
 - Determining appropriateness of price bid work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Consultant** will assist the **Sponsor** in preparing the Award Package by providing the following:

- Memorandum of Bids
- Bid Analysis / Recommendation of Award Memorandum
- Construction Management (Monitoring) Plan
- Documentation of Low Bidder's Responsibility, consisting of:
 - ✓ Review of Partial List of Employers Ineligible to Bid or be Awarded Any Public Work Contract, from the NYS Department of Labor website.
 - ✓ Web search results for General Services Administration "Excluded Parties Listing System"

- ✓ Web search results for NYS Department of State, Division of Corporations, Entity Information.
- ✓ Web search results for U.S. Department of Labor, OSHA violations in the past 3 years.

The **Sponsor** will complete remaining required documentation and transmit the Award Package to the NYSDOT.

The **Sponsor** will award the contract and will transmit the Award Package to the NYSDOT as described in the *PLAFAP Manual*.

Section 8 - Construction Support – Not Used
Section 9 - Construction Inspection – Not Used

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1) Estimate 4 meetings during the life of this agreement.
Estimate 18 cost and progress-reporting periods will occur during the life of this agreement.
- Section 2) Assume that GPS methods and equipment will be used to establish local control points.
Estimate 2 accidents will require review.
Estimate 1 capacity analyses will be required.
Estimate 0 soil borings will be taken.
Pavement evaluation is not required or included.
- Section 3) Estimate 2 concepts will be evaluated.
Estimate 2 design alternative (superstructure replacement and complete replacement) will be analyzed in addition to the null alternative.
Estimate 1 cost estimate(s) plus 1 update will be required for each alternative.
Estimate 1 bridges will be rehabilitated.
Estimate 1 public information meeting will be held.
Estimate 0 public hearings are needed.
- Section 4) Estimate 0 permits will be required.
No more than 3 suspected ACM's will be identified for sampling and testing.
No more than 1 suspected lead containing materials will be identified for sampling and testing.
- Section 5) Estimate 0 properties will require title searches.
Estimate 0 ROW maps will be required.
Estimate 0 complete property acquisitions will be required.
Estimate 0 relocations are required.
Assume no public hearing is required.
- Section 6) Detailed Design
Detailed Design will include but not be limited to:
- Development of highway and bridge rehabilitation plans.
 - Structural rehabilitation design.
 - Highway design.

- Development and design for public utilities.
- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Estimate 1 cost estimate(s) plus 3 updates will be required.

Estimate 0 bridge will be replaced and 1 will be rehabilitated.

Estimate 3 utility companies and 0 railroad agencies will be affected.

Provide two (2) diskettes containing entire bid documents (plans and specifications) to County in Adobe Acrobat format.

10.02 Technical Assumptions

General

All work will occur within the existing ROW. ROW acquisition services are not required.

The August 6, 1988 FEMA Flood Insurance Study for the Village of Camden indicates approximately 4 feet of freeboard exists to the 50 year flood event. Proposed low steel elevation will match or be higher than existing. Based on this, a detailed hydraulic analysis will not be required.

The existing profile along Mill Street will be matched, therefore there will be no impact to existing floodway limits along the approaches.

The existing superstructure requires replacement based on the structural condition documented in the most recent inspection reports (12 Ton Posting). Based on the documented existing conditions an in-depth inspection of the existing open grate steel deck and beams is not required. In addition, a Level 1 load rating and fatigue analysis is not required.

Superstructure replacement with new 9 ½ concrete deck and steel beams will be advanced to final design.

Capacity analyses limited to establishment of roadway segment level of service, and travel speed and delay for existing and design year peak hour.

Bridge railing alternatives will be limited to those that have been crash tested and approved by NYSDOT.

The bridge will be closed during construction. Vehicular traffic control during construction will consist of a signed off-site detour. A temporary pedestrian bridge will not be required during construction.

Bridge/roadway lighting is not included.

Visualizations are not required.

Modification to improve the capacity of the existing substructures to carry additional superstructure loading is not required.

Soil borings are not required. Existing substructures are being used.

Given the rural nature of the project, landscape design will not be required.

Level 2 Load Rating Data Input forms will not be required. The NYSDOT will complete the Level 2

Load Rating following the completion of construction.

Bar list are not required.

Survey and Mapping

Survey and Mapping will be limited to 100 ft. each end of the bridge, for a bandwidth of approximately 75 feet from centerline and extend approximately 70 feet upstream and downstream along Fish Creek.

Mapping will be developed in the NYS Plane Coordinate System (NAD 83), and the North American Vertical Datum 1988. It is assumed that GPS procedures and technology will be utilized to establish horizontal and vertical survey control within the project limits.

Assume 1 party days for supplemental survey.

Assume 0 party days for wetland survey.

ROW survey will be required to accurately determine existing right-of-way lines adjacent to each quadrant of the bridge.

Utilities

A design ticket will be placed with Dig Safely New York for the identification and marking of existing utilities. The location of existing utilities shall be determined via ground survey supplemented by location plans provided by the utilities themselves. No specialized subsurface investigation will be required.

Two (2) utility coordination meetings will be held as part of the project.

Design of public utilities not included.

Environmental

This project is assumed to be a Categorical Exclusion under USDOT Regulations, 23CFR771.

It is assumed that the SEQR Classification is Type II. The results of the SEQR processing will be included in the body of the Design Approval Document (DAD) and will include the final determination in the DAD.

A Phase IA/1B Cultural Resource Survey will not be required.

Project will not disturb more than 1 acre of land. A SPDES Stormwater permit and Pollution Prevention plan will not be required.

A Section 106 Project Submittal Package will be prepared and sent Region 2 Cultural Resource group for further processing/concurrence. It is assumed the project will be determined to have "No Effect" by SHPO. It is assumed that no additional involvement with SHPO will be required. Section 4(f) documentation will not be required.

No wetland mitigation tasks will be required.

It is assumed that there will not be an Environmental Hearing.

No more than 6 samples of potential asbestos-containing material will be collected and tested, including bridge paint.

No more than 1 sample of lead-containing material will be collected and tested, including bridge paint.

An endangered species survey will be required to identify the presence of endangered or threatened species. If necessary a Consistency letter for Threatened and Endangered Species will be submitted to Region 2 to obtain concurrence with FHWA.

The existing floodway will not be impacted by the project. Floodplain mitigation will not be required.

No permanent storm water management practices will be required.

An aquatic species survey for mussels is not required to be performed.

NYSDEC and USCOE permits will not be required.

ATTACHMENT C

Fee Summary

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
 Mill Street Over Fish Creek (PIN 2754.40)

Preliminary and Final Design (Phases I-VI)

| | DESIGN SERVICES | CONSTRUCTION SERVICES |
|--|-------------------------|-----------------------|
| Technical Labor Cost | 44,551 | |
| Technical Labor Premium Portion of overtime | | |
| Direct Non-Salary Cost (estimated) | 1,840 | |
| Sub-Consultant Cost | | |
| Prudent | Survey and Mapping | |
| OSPA | Environmental Screening | |
| | 11,787 | |
| | 9,372 | |
| Direct Non-Salary Cost (Sub-Contractor Cost) (Estimated) | | |
| Overhead Currently Estimated at: | | |
| 143.00% Office | | |
| 111.00% Field | | |
| | 63,708 | |
| Fixed Fee / Profit | 11,908 | |
| Total Estimated Cost | \$143,166 | |

Salary Schedule

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
 Mill Street Over Fish Creek (PIN 2754.40)

Preliminary and Final Design (Phases I-VI)

| JOB TITLE | CURRENT AVG. RATE | PROJECT AVG. RATE | 2018* MAX. RATE | CURRENT HOURLY RATE | OVERTIME CATEGORY |
|----------------------|----------------------|----------------------|--------------------|------------------------|----------------------|
| Principal | 76.22 | 73.50 | 78.49 | 190.00 | A |
| Sr. Project Manager | 55.10 | 56.09 | 68.30 | 170.00 | A |
| Project Manager | 41.26 | 42.00 | 45.00 | 135.00 | A |
| Sr. Project Engineer | 40.67 | 41.40 | 51.00 | 125.00 | A/B |
| Project Engineer | 34.29 | 34.91 | 43.40 | 110.00 | B |
| Senior Engineer | 29.78 | 30.32 | 33.00 | 100.00 | B |
| Engineer | 27.19 | 27.68 | 30.30 | 90.00 | B |
| Assistant Engineer | 23.41 | 23.83 | 26.75 | 80.00 | B |
| Sr. Technician | 21.12 | 21.50 | 25.25 | 70.00 | C |
| Technician | 17.87 | 18.19 | 19.85 | 60.00 | C |
| Technical Typist | 15.33 | 15.61 | 16.65 | 60.00 | C |
| Level 4 Inspector | 45.40 | 46.22 | 45.40 | 110.00 | C |
| Level 3 Inspector | 36.58 | 37.24 | 38.50 | 90.00 | C |
| Level 2 Inspector | 26.80 | 27.28 | 26.80 | 70.00 | C |
| Party Chief | 37.26 | 37.93 | 37.26 | 95.00 | A |
| Survey Technician | 18.88 | 19.22 | 24.70 | 70.00 | C |

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

| | | | |
|-----------------------------------|------------------------------|----------------|-------------|
| Assume Notice to Proceed: | 4/15/2018 | | |
| Design Project Duration (months): | 18 | | |
| Assume Salary Escalation: | 3.0% | | |
| Year | Compounded Escalation Factor | % Work in year | Effective % |
| 2018 | 1.000 | 40.0% | 40.0% |
| 2019 | 1.030 | 60.0% | 61.8% |
| 2020 | 1.061 | | |
| | | 100.0% | 101.8% |

Estimate of Direct Non-Salary Cost - DESIGN

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC
Mill Street Over Fish Creek (PIN 2754.40)

Fee Proposal

1. Travel, Lodging and Subsistence

| | | | | | | | |
|------------------------------------|---------------------------|--|------------|---|----------|------------|------------|
| Travel | Rental Car, Mileage, Fuel | | | | | \$1,090.00 | |
| | Lodging | | overnights | @ | Cost/ea. | = | |
| | | | | | \$85 | | |
| | Meals | | meals | @ | Cost/ea. | = | |
| | | | | | \$8 | | |
| TOTAL TRAVEL, LODGING & SUSTENANCE | | | | | | ----- | \$1,090.00 |

2. Reproduction

| | | | | | | | |
|---|-------|--|----------|----------|---|----------|----------|
| | | | | Cost/ea. | | | |
| a. Paper Plots | | | plots @ | \$1.00 | = | | |
| b. Mylar Plots | | | plots @ | \$10.00 | = | | |
| c. Prints | | | prints @ | \$1.00 | = | | |
| d. Reports & Miscellaneous Copies (B&W) | 5,500 | | B&W @ | \$0.10 | = | \$550.00 | |
| e. Reports & Miscellaneous Copies (Color) | | | Color @ | \$0.90 | = | | |
| TOTAL REPRODUCTION | | | | | | ----- | \$550.00 |

3. Owner's Protective Insurance (Estimated)

4. Mailings

| | | | | | | | |
|----------------|----|--|-----------|----------|---|----------|----------|
| | | | | Cost/ea. | | | |
| Overnight | 10 | | packages@ | \$ 20.00 | = | \$200.00 | |
| TOTAL MAILINGS | | | | | | ----- | \$200.00 |

5. Miscellaneous

| | | | | | | | |
|---------------------|--|--|---------|----------|---|-------|--|
| | | | | Cost/ea. | | | |
| Film | | | rolls @ | \$ 10.00 | = | | |
| Other Miscellaneous | | | | | | | |
| TOTAL MISCELLANEOUS | | | | | | ----- | |

6. Survey Personnel Costs

| | | | | | | | |
|------------------------------|---|---------|--|---------|--|-------|--|
| Wage Differential | | | | | | | |
| Party Chief | - | hours @ | | \$5.29 | | | |
| Instrument Person | - | hours @ | | \$18.08 | | | |
| Supplemental Benefits | | | | | | | |
| Party Chief | - | hours @ | | \$17.37 | | | |
| Instrument Person | - | hours @ | | \$21.04 | | | |
| TOTAL SURVEY PERSONNEL COSTS | | | | | | ----- | |

| | | |
|--------------------------------|-------|-------------------|
| TOTAL DIRECT NON - SALARY COST | ----- | <u>\$1,840.00</u> |
|--------------------------------|-------|-------------------|

Mill Street Over Fish Creek (PIN 2754.40)
 Proposal Name
2018.028.001
 Proposal Number

| | |
|---------------|---|
| Bridge | X |
| Roadway | |
| Environmental | |
| Civil | |
| Lighting | |
| Landscaping | |
| Utility | |

| | |
|--------------|---|
| Phase | |
| Study | |
| Design | X |
| ROW | |
| Construction | |

Prepared by: JJM
 Date: 2/9/18
 Checked by: TO
 Date: 2/9/18

| Task No. | Task Description | Principal | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Senior Engineer | Engineer | Assistant Engineer | Sr. Technician | Technician | Technical Typist | Level 4 Inspector | Level 3 Inspector | Level 2 Inspector | Party Chief | Survey Technician | Subtotal |
|------------------|---|----------------|---------------------|-----------------|----------------------|--------------------|-----------------|-------------------|--------------------|-------------------|----------------|------------------|-------------------|-------------------|-------------------|----------------|-------------------|--------------------|
| 6.04 | Cost Estimating | | 4 | | | 8 | | 20 | 40 | | | | | | | | | |
| 6.05 | Assist with Utility Agreements | | 4 | | | 16 | | | | | | | | | | | | |
| 6.06 | Railroads | | | | | | | | | | | | | | | | | |
| 6.07 | Information Transmittal | | 1 | | | 6 | | | 24 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Section 7 | | | 9 | | | 6 | | 16 | | | | | | | | | | 31 |
| 7.01 | Advertisement | | 1 | | | | | | | | | | | | | | | |
| 7.02 | Bid Opening | | | | | | | | | | | | | | | | | |
| 7.03 | Bid Review & Construction Monitoring Plan | | 8 | | | 6 | | 16 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | TOTAL HOURS - DESIGN | | 173 | | 4 | 488 | | 258 | 365 | 84 | | | | | | | | 1372 |
| | DIRECT LABOR RATE - DESIGN | \$73.50 | \$56.09 | \$42.00 | \$41.40 | \$34.91 | \$30.32 | \$27.68 | \$23.83 | \$21.50 | \$18.19 | \$15.61 | \$46.22 | \$37.24 | \$27.28 | \$37.93 | \$19.22 | |
| | TOTAL LABOR COST - DESIGN | | \$9,703.57 | | \$165.60 | \$17,036.08 | | \$7,141.44 | \$8,697.95 | \$1,806.00 | | | | | | | | \$44,550.64 |

Attachment D
PRUDENT ENGINEERING LLP

SALARY SCHEDULE

PIN 2754.40
 Mill Street over Fish Creek (BIN 2205630)

| JOB TITLE | ASCE (A) | AVERAGE RATE | | | | | | OT CATE- GORY |
|-------------------|--------------------|--------------|----------|----------|----------|----------|----------|---------------------|
| | OR | | | | MAXIMUM | | | |
| | NICET (N) GRADE | 2017 | 2018 | 2019 | 2017 | 2018 | 2019 | |
| PRINCIPAL | IX (A) | \$ 73.50 | \$ 73.50 | \$ 73.50 | \$ 73.50 | \$ 75.00 | \$ 75.00 | A |
| PROJECT MANAGER | IV (A) | \$ 48.62 | \$ 50.08 | \$ 51.58 | \$ 51.00 | \$ 52.53 | \$ 54.11 | B |
| PROJECT ENGINEER | IV (A) | \$ 65.00 | \$ 66.95 | \$ 68.96 | \$ 67.00 | \$ 69.01 | \$ 71.08 | B |
| ENGINEER | III (A) | \$ 36.75 | \$ 37.85 | \$ 38.99 | \$ 38.00 | \$ 39.14 | \$ 40.31 | B |
| LAND SURVEYOR | III (N) | \$ 38.55 | \$ 39.71 | \$ 40.90 | \$ 41.00 | \$ 42.23 | \$ 43.50 | C |
| PARTY CHIEF | III (N) | \$ 24.83 | \$ 25.57 | \$ 26.34 | \$ 26.50 | \$ 27.30 | \$ 28.11 | C |
| INSTRUMENT PERSON | II (N) | \$ 20.50 | \$ 21.12 | \$ 21.75 | \$ 22.00 | \$ 22.66 | \$ 23.34 | C |
| CADD Operator | II (N) | \$ 26.50 | \$ 27.30 | \$ 28.11 | \$ 26.50 | \$ 27.30 | \$ 28.11 | C |
| CADD Operator | I (N) | \$ 18.50 | \$ 19.06 | \$ 19.63 | \$ 20.00 | \$ 20.60 | \$ 21.22 | C |

NOTE:

It shall be the ENGINEER'S responsibility to pay prevailing wage rates and supplements as required by the Labor Department, for services requiring such rates and supplements.

OVERTIME POLICY

Category A - No overtime compensation.
 Category B - overtime compensated at straight time rate.
 Category C - overtime compensated at straight time rate x 1.50
 Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

| | | Prevailing | Projected | Normal | Difference | Payroll | |
|-------------------|---------|------------|-----------|---------|------------|----------|---------|
| | | Rate | Rate | Rate | | Additive | Total |
| Party Chief | III (N) | \$40.01 | \$41.51 | \$24.83 | \$16.68 | \$1.50 | \$18.18 |
| Instrument Person | II (N) | \$37.00 | \$38.50 | \$20.50 | \$18.00 | \$1.62 | \$19.63 |

Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

| | | Prevailing | Projected | Benefit | Net | Payroll | Total |
|-------------------|---------|------------|-----------|------------|------------|---------|---------|
| | | Benefit | Benefit | Adjustment | Difference | | |
| Party Chief | III (N) | \$24.20 | \$24.95 | \$2.30 | \$22.65 | \$2.04 | \$24.69 |
| Instrument Person | II (N) | \$24.20 | \$24.95 | \$2.30 | \$22.65 | \$2.04 | \$24.69 |

Attachment D

Staffing Table

PIN 2754.40

Mill Street over Fish Creek (BIN 2205630)

Village of Camden, Oneida Co.

| JOB TITLE | ASCE (A) OR NICET (N) GRADE | Section 1 | Section 2 | Section 5 | TOTAL HOURS | AVER. HOURLY RATE | DIRECT TECHNICAL LABOR |
|-------------------|--------------------------------------|-----------|-----------|-----------|----------------|-------------------------|------------------------------|
| PRINCIPAL | IX (A) | 0 | 0 | 0 | 0 | \$ 73.50 | 0.00 |
| PROJECT MANAGER | IV (A) | 0 | 0 | 0 | 0 | \$ 48.62 | 0.00 |
| PROJECT ENGINEER | IV (A) | 0 | 0 | 0 | 0 | \$ 65.00 | 0.00 |
| ENGINEER | III (A) | 0 | 0 | 0 | 0 | \$ 36.75 | 0.00 |
| LAND SURVEYOR | III (N) | 0 | 13 | 12 | 25 | \$ 38.55 | 963.75 |
| PARTY CHIEF | III (N) | 0 | 29 | 0 | 29 | \$ 24.83 | 720.07 |
| INSTRUMENT PERSON | II (N) | 0 | 29 | 0 | 29 | \$ 20.50 | 594.50 |
| CAD Operator | II (N) | 0 | 26 | 14 | 40 | \$ 26.50 | 1,060.00 |
| CAD Operator | I (N) | 0 | 8 | 6 | 14 | \$ 18.50 | 259.00 |
| | | | | | 137 | | \$ 3,597.32 |

Attachment D

Estimate of Direct Non-Salary Cost

PIN 2754.40

Mill Street over Fish Creek (BIN 2205630)

Village of Camden, Oneida Co.

1. Travel

Site Visits:
3 trip to site @ 120 miles each @ \$0.540 per mile = \$194.40

2. Records

\$85.00

3. Survey Personnel Costs

Wage Differential

| | | Hours | @ | Rate | | |
|----------------------------|---------|-------|---|-------|---------------|------------|
| Party Chief | III (N) | 29 | | 18.18 | 527.25 | |
| Instrument Person | II (N) | 29 | | 19.63 | <u>569.27</u> | |
| SUBTOTAL Wage Differential | | | | | | \$1,096.52 |

Supplemental Benefits

| | | | | | | |
|--------------------------------|---------|----|--|-------|---------------|------------|
| Party Chief | III (N) | 29 | | 24.69 | 715.97 | |
| Instrument Person | II (N) | 29 | | 24.69 | <u>715.97</u> | |
| SUBTOTAL Supplemental Benefits | | | | | | \$1,431.93 |

Total = \$2,807.86

PRUDENT ENGINEERING LLP

Summary
PIN 2754.40

Mill Street over Fish Creek (BIN 2205630)

| | |
|--|--------------|
| Item IA, Direct Technical Salaries (estimated) subject to audit | \$ 3,597.32 |
| Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit | |
| Item II, Direct Non-Salary Cost (estimated) subject to audit | \$2,807.86 |
| Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost) | |
| Item III, Overhead @ 121% (estimated) subject to audit | \$ 4,352.76 |
| Item IV, Fixed Fee (@ 11%) (non-negotiable) | \$ 1,028.94 |
| Item II Direct Non-(Sub-Consultant Cost) | |
| Total Estimated Cost | \$ 11,786.88 |

Attachment D
Salary Schedule

Mill Street over Fish Creek Bridge Rehabilitation
Camden, New York
Oneida County
P.I.N. 2754.40
OSPA Engineering Services, PC

| JOB TITLE | ASCE (A) OR NICET (N) GRADE | AVERAGE HOURLY RATES | |
|-------------------|--------------------------------------|-------------------------|----------------------|
| | | PRESENT Mid 2017 | OVERTIME CATEGORY |
| Principal of Firm | IX (A) | \$75.00 | A |
| Project Manager | VII (A) | \$60.00 | A |
| Engineer VI | VI (A) | \$56.00 | A |
| Engineer V | V (A) | \$58.00 | A |
| Engineer IV | IV (A) | \$46.00 | A |
| Engineer I/II | III (A) | \$24.50 | B |
| Technician III | III (N) | \$28.00 | B |
| Technician II | II (N) | \$20.00 | C |

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in the original agreement.

OVERTIME POLICY:

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

Attachment D
Staffing Table

Mill Street over Fish Creek Bridge Rehabilitation
Camden, New York
Oneida County
P.I.N. 2754.40
OSPA Engineering Services, PC

| JOB TITLE | ASCE (A) OR NICET (N) GRADE | 1.07 | 4.01 | 4.02 | 4.03 | 4.04 | 4.05 | TOTAL HOURS | PROJECTED HOURLY RATE | DIRECT TECHNICAL LABOR |
|-----------------|--------------------------------------|------|------|------|------|------|------|----------------|-----------------------------|------------------------------|
| | | | | | | | | | | |
| Project Manager | VII (A) | 6 | | | | 2 | 2 | 10 | \$60.00 | \$600.00 |
| Engineer V | V (A) | | 2 | 2 | 1 | 8 | 2 | 15 | \$46.00 | \$690.00 |
| Engineer I/II | III (A) | | 6 | 6 | 5 | 40 | 30 | 87 | \$24.50 | \$2,131.50 |
| Technician III | III (N) | | | | | | 16 | 16 | \$28.00 | \$448.00 |
| | | | | | | | | 128 | | \$3,869.50 |

- 1.07 Cost and Progress Reporting
- 4.01 NEPA Classification
- 4.02 SEQRA Classification
- 4.03 Smart Growth
- 4.04 Screenings and Preliminary Investigations
- 4.05 Detailed Studies and Analysis

Attachment D

Estimate of Direct Non-salary Cost

**Mill Street over Fish Creek Bridge Rehabilitation
Oneida County
P.I.N. 2754.40
OSPA Engineering Services, PC**

1 Laboratory Analysis

| | Price per Sample | # of Samples | |
|--------------|---------------------|-----------------|----------|
| PLM Asbestos | \$25.00 | 6 | \$150.00 |
| TEM Asbestos | \$75.00 | 6 | \$450.00 |
| Lead | \$25.00 | 1 | \$25.00 |
| | | | <hr/> |
| | | | \$625.00 |

1 EDR report

Report \$400.00

\$400.00

Total \$1,025.00

Attachment D

Summary

Mill Street over Fish Creek Bridge Rehabilitation
Camden, New York
Oneida County
P.I.N. 2754.40
OSPA Engineering Services, PC

| | |
|---|------------------------|
| Item IA, Direct Technical Salaries (estimated) Subject to audit | \$3,870 |
| Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimated) | \$0.00 |
| Item IIA, Expendable Direct Non Salary Cost (estimated) subject to audit | \$0 |
| Item IIB, Nonexpendable Direct Non-Salary Cost (estimated) (Lab) and Sub-Contractor Cost Subject to audit | \$1,025 |
| Item III, Overhead (estimated 95% Combined) subject to audit | \$3,677 |
| Item IV, Fixed Fee (negotiated) | \$800 |
| Item IIC, Direct Non-salary Cost (estimated) subject to audit (Sub-Consultant Cost) | \$0 |
| Total Estimated Cost | <hr/> \$9,372 ===== |

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6219 Fax: (315) 768-6299

August 3, 2018

FN 20 18-287

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

There is a need for additional funds in the Road Machinery Fund's Automotive Supplies account (M5130.451) to keep our fleet in working order for the winter season, and the Rent/Lease – Space account (M5130.417) due to the modification of an overhead entrance door. The transfers will be covered with funds from M5130.491 (Other Materials & Supplies) and M5130.495 (Other Expenses).

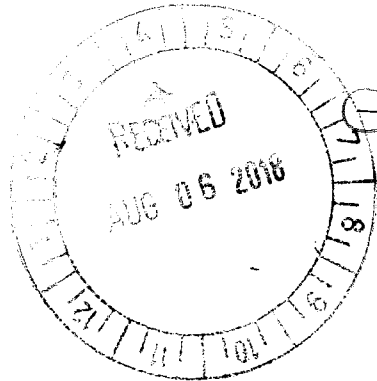
| | | |
|-----------------------|---|---------------------------|
| Transfer to: | M5130.451 (Automotive Supplies) | \$ 7,000.00 |
| | M5130.417 (Rent/Lease – Space) | <u>\$32,800.00</u> |
| | TOTAL | \$39,800.00 |
| | | |
| Transfer from: | M5130.491 (Other Materials & Supplies) | \$15,000.00 |
| | M5130.495 (Other Expenses) | <u>\$24,800.00</u> |
| | TOTAL | \$39,800.00 |

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

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp



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

Anthony J. Picente, Jr.
County Executive

Date 8-6-18

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6219 Fax: (315) 768-6299

August 3, 2018

FN 20 18-284

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Due to the heavy snow in the beginning of the year, there were additional expenses and revenues in the State Snow Removal Fund (D5144); therefore, we are requesting the following supplemental appropriations in 2018 funds:

SUPPLEMENTAL APPROPRIATION TO:

| | |
|---|----------------------------|
| D5144.413 (Rent/Lease Equipment) | \$ 38,000.00 |
| D5144.491 (Other Materials & Supplies) | <u>\$252,000.00</u> |
| TOTAL | \$290,000.00 |

SUPPORTED BY:

| | |
|--|---------------------|
| D2302 (NYS Reimb. Snow Removal) | \$290,000.00 |
|--|---------------------|

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

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp



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

Anthony J. Picente, Jr.
County Executive

Date 8-6-18

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

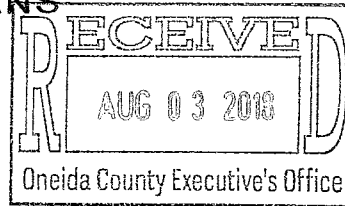
Dawn Catera Lupi
First Assistant

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

FN 20 18-285 July 23, 2018

PUBLIC SAFETY
WAYS & MEANS

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



Dear Mr. Picente:

By this letter, I am requesting your approval, as well as the Board of Legislators, for the following 2018 budgetary transfer within the District Attorney Law Enforcement cost center to purchase two computers for the Utica Police Department:

TO:

A1162.212 Computer Hardware \$5,000.

FROM:

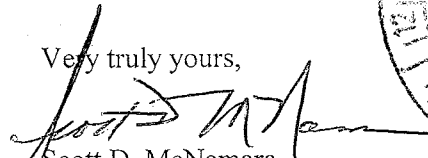
A1162.492 Computer Software & Licenses \$5,000.

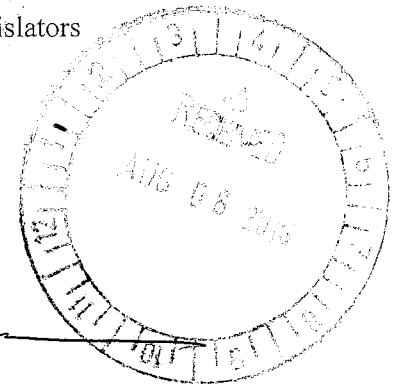
At your earliest convenience, please submit this request to the Board of Legislators for their approval.

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

Thank you.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney



sw
cc:

Hon. Gerald J. Fiorini, Chairman
Hon. George E. Joseph, Majority Leader
Hon. Philip M. Sacco, Minority Leader
Hon. James D'Onofrio, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

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


Anthony J. Picente, Jr.
County Executive

Date 8-6-18

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
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William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Voxall
Maria Murad Blais
Rebecca G. Kelleher
Archana Nayak

May 10, 2018

FN 20 18-280

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

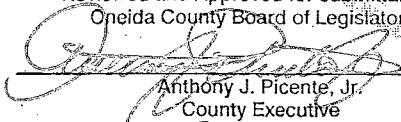
Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

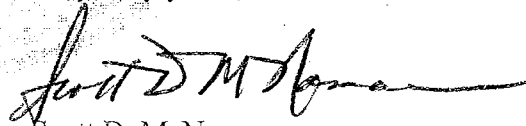
If you have any questions or concerns, please contact my office.

Thank you.

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

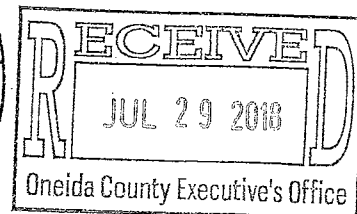
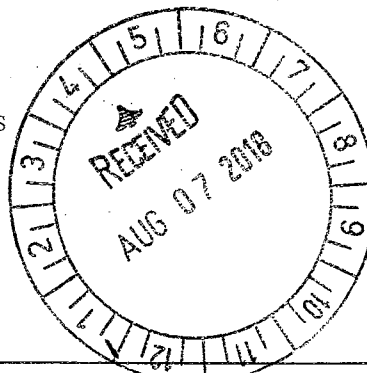

Anthony J. Picente, Jr.
County Executive
Date 8-7-18

Very truly yours,


Scott D. McNamara
Oneida County District Attorney

SW

Encs. State Billing 2018 Summary of Cases
State Aid Voucher
Proposed Resolution





Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

August 1, 2018

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

FN 20 18-287

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has experienced a large amount of major mechanical failures in our fleet. This has caused several vehicles to be outsourced by the DPW garage to local mechanical repair shops.

I respectfully request a 2018 budget transfer be acted on at the next Board of Legislators meeting.

| <u>Transfer from Account</u> | | <u>Amount</u> |
|------------------------------|------------------------|---------------|
| A3110.1965 | Fingerprint Processing | \$30,000 |
| <u>Transfer to Account</u> | | <u>Amount</u> |
| A3110.4522 | Automotive Repairs | \$30,000 |

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 8-7-18

Cc: Tom Keeler, Budget Director



Office of the Sheriff

County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

July 31, 2018

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

FN 20 18 - 288

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has received an insurance claim from the Tokio Marine HCC-Public Risk Group and U.S. Specialty Insurance Company in the amount of \$7,793. The loss was due to a collision to a 2011 Toyota Sienna. This vehicle was purchased with federal forfeiture funds and therefore the money must be returned to the forfeiture account. I would like to request a 2018 Supplemental Appropriation of Funds of \$7,793 into the Forfeitures – Federal Account

I respectfully request your Board approval for the following **2018** supplemental appropriation:

TO:

A2718.1 Forfeitures -Federal \$7,793.00

This supplemental appropriation will be fully supported by anticipated revenue in:

A2681 Insurance Recoveries - Sheriff \$7,793.00

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 8-7-18



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

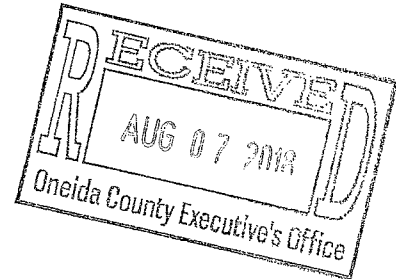
August 1, 2018

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

FN 20 18-284

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente:

The Sheriff's Office would like to request a 2018 supplemental appropriation to purchase uniforms, supplies and equipment for the new Special Patrol Officers. These purchases are supported by unbudgeted and unanticipated revenue in A2735.2 for uniforms, supplies and equipment reimbursed from CNY Landmark Methadone Clinic.

I respectfully request that this matter be acted on at the next Board of Legislator's meeting

| | | | |
|-------------|------------|---------------------|---------|
| To Account: | A3121.295 | Other Equipment | \$4,000 |
| | A3121.436 | Uniforms & Clothing | \$4,000 |
| | A3121.4365 | Body Armor | \$3,130 |

Supported by Unanticipated Revenue in:

| | | |
|---------|--------------------------------|----------|
| A2735.2 | Reimbursement SRO CNY Landmark | \$11,130 |
|---------|--------------------------------|----------|

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

Sincerely,

Robert M. Maciol, Sheriff

Cc: Tom Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 8-7-18



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

August 1, 2018

FN 20 18-290

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2018 supplemental appropriation for the use of federal forfeiture funds. Revenue is received when assets are acquired as part of a law enforcement seizure. Forfeiture funds are placed in restrictive accounts with sufficient funds available in these accounts. Within the limitations set for the use of these funds, I am requesting the supplemental appropriation to purchase three vehicles for the Criminal Investigation Unit/Drug Task Force.

I respectfully request that this matter be acted on at the next Board of Legislator's meeting.

| | | | |
|----------------|------------|----------------------------|----------|
| To Accounts: | A3110.2512 | Automotive Equipment..... | \$43,829 |
| From Accounts: | A2718.1 | Forfeitures -Federal | \$43,829 |

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

Sincerely,

Robert M. Maciol, Sheriff

Cc: Tom Keeler, Budget Director
Sheryl Brown, Audit and Control



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

Anthony J. Picente, Jr.
County Executive

Date 8-7-18



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

July 24, 2018

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

FN 20 18 - 291

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a Supplemental Appropriation of Funds of \$19,458 to be used to purchase a video recording equipment at the Child Advocacy Center to record interviews in child sexual abuse cases. The Sheriff's Office has been provided funds thru NYS Division of Criminal Justice Services. No County dollars will be used for this project.

I respectfully request that this matter be acted on at the May 10, 2017 Board of Legislators board meeting.

The Supplemental Appropriation Request is as follows:

| <u>Revenue Account</u> | <u>Amount</u> |
|------------------------------------|---------------|
| A3382 State Aid – DCJS – CAC Grant | \$19,458.00 |

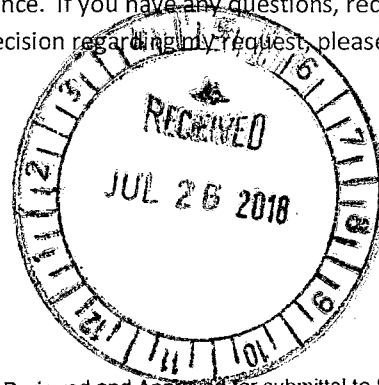
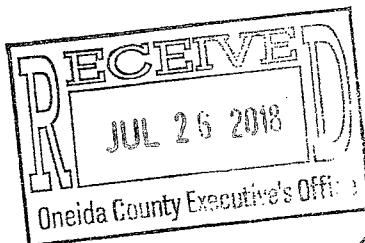
| <u>Expense Account</u> | <u>Amount</u> |
|------------------------|---------------|
| A3113.295 Equipment | \$19,458.00 |

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 7-26-18

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.

**Oneida County Public Defender
Criminal Division**

MAIN OFFICE
250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdef@ocgov.net

FIRST ASSISTANT PUBLIC DEFENDERS
Parole Revocation Specialist
James P. Godemann, Esq.
Appellate Counsel
David A. Cooke, Esq.

Paralegals
Jennifer M. Compo
Justin Lamberto

July 6, 2018

FN 20 18 - 297

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

PUBLIC SAFETY

Re: Aid to Defense Contract
10/1/18 – 9/30/19
Contract # T445100
DCJS# AD18445100-AD19445100

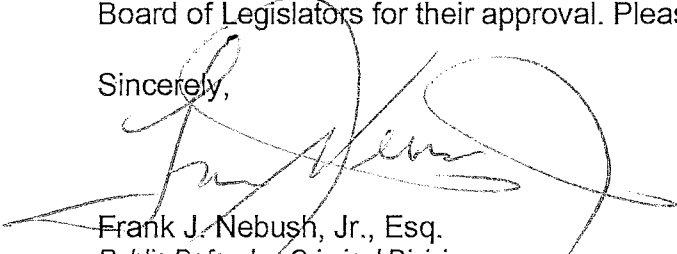
WAYS & MEANS

Dear Mr. Picente:

Attached are the documents required for approval and electronic signature of the above contract for a grant in the amount of \$17,400.00 from the New York State Division of Criminal Justice Services. The purpose of this grant allocation is to provide better coordination between attorneys which are assigned to violent and repeat offenders, and to provide for more efficient disposition of the cases. This grant assists in funding a portion of an Assistant Public Defender's salary. **No County dollars are involved in this contract.**

The contract period is for twelve (12) months, October 1, 2018 – September 30, 2019. This grant requires Board approval. Please review the contract documents, and forward to the Board of Legislators for their approval. Please contact me with any questions.

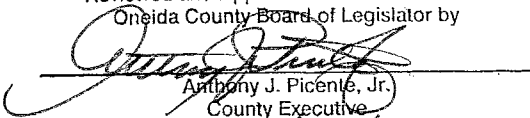
Sincerely,


Frank J. Nebush, Jr., Esq.
Public Defender, Criminal Division

FJN/pp



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


Anthony J. Picente, Jr.
County Executive
Date 7/20/18

Department: PD/Criminal Div.

| | |
|---------------------|--------------|
| Completing Proposal | _____ |
| Only Respondent | _____ |
| Sole Source RFP | _____ |
| Other | <u> X </u> |

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

Title of Activity or Service: Aid to Defense Grant / DCJS # AD18445100

Proposed Dates of Operation: October 1, 2018– September 30, 2019

Client Population/Number to be Served: Oneida County residents

Summary Statements

1) Narrative Description of Proposed Services: This grant assists the Public Defender’s Office in tracking violent and repeat offenders to better coordinate with felony defense attorneys in Utica City Court.

2) Program/Service Objectives and Outcomes: Provide for more efficient disposition of cases involving repeat and violent offenders, and provide vertical representation within the Public Defender’s Office so the most experienced felony attorneys handle these cases.

3) Program Design and Staffing: Assists with coordination of repeat and violent offenders with attorneys handling criminal term in Utica City Court. This also supports a portion of an Assistant Public Defender’s salary.

Total Funding Requested: \$17,400.00 **Account #:** A2202

Oneida County Dept. Funding Recommendation: \$17,400.00

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

Cost Per Client Served: N/A

Past Performance Data: State quarterly reports available for review.

O.C. Department Staff Comments: This grant funds a portion of an Assistant Public Defender’s salary.

| | |
|--|---|
| <p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p> | <p><u>NYS COMPTROLLER'S NUMBER:</u> T445100 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p> |
| <p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p> | <p><u>TYPE OF PROGRAMS:</u> Aid to Defense <u>DCJS NUMBERS:</u> AD18445100 LG18445100 AD19445100 <u>CFDA NUMBERS:</u></p> |
| <p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p> | <p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2018 TO 09/30/2019 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$17,400.00</p> |
| <p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p> | <p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p> |
| <p><u>CHARITIES REGISTRATION NUMBER:</u> _____ (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div> | <p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> <u>APPENDIX A</u> Standard Clauses required by the Attorney General for all State contracts. <input checked="" type="checkbox"/> <u>APPENDIX A1</u> Agency-specific Clauses <input checked="" type="checkbox"/> <u>APPENDIX B:</u> Budget <input checked="" type="checkbox"/> <u>APPENDIX C</u> Payment and Reporting Schedule <input checked="" type="checkbox"/> <u>APPENDIX D</u> Program Workplan <input type="checkbox"/> <u>APPENDIX F</u> Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> <u>APPENDIX G</u> Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> <u>APPENDIX M</u> <input type="checkbox"/> <u>Other (Identify)</u> |
| <p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p> | |
| <p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente Jr., County Executive. Date: _____</p> | |
| <p><u>ATTORNEY GENERAL'S SIGNATURE</u> _____ Title: _____ Date: _____</p> | <p><u>APPROVED,</u> Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p> |

| <u>Award Contract</u> | Aid to Defense | |
|------------------------------|-----------------------|------------|
| Project No. | Grantee Name | |
| AD18-1013-D00 | Oneida County | 07/06/2018 |
| AGREEMENT | | |

STATE OF NEW YORK
AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

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

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

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

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

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

CONTRACTOR.

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

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

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

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

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

IV. Indemnification

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

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by - on

Award Contract**Aid to Defense****Project No.****Grantee Name**

AD18-1013-D00

Oneida County

07/06/2018

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100

Fax: 518-292-5884
email: opa@esd.ny.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

January, 2014

Certified by - on

Award Contract**Aid to Defense****Project No.**

AD18-1013-D00

Grantee Name

Oneida County

07/06/2018

APPENDIX A1**AGENCY-SPECIFIC CLAUSES**

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

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

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

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

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

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

a. For State funded grants:

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

b. For Federally funded grants:

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

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

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

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

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

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

7. Budget amendments are governed as follows:

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

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

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

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

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

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

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

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

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

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

9. Grant-supported travel is governed as follows:

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

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

10. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the written agreement must be submitted to DCJS as an attachment in the DCJS Grants Management System by the due date of the second quarterly progress report. All consultant services must be

obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Federal Funds

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

b. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the

convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements with State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

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

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

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

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

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

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

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

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

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

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms

provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

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

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

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

VER 04/16/2018

Certified by - on

Award Contract

Aid to Defense

Project No.

Grantee Name

AD18-1013-D00

Oneida County

07/06/2018

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

| # | Personnel | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|--|--------------------|--------|------------|------------|-------------|----------------|
| 1 | Attorneys Salaries | 1 | \$7,307.00 | \$7,307.00 | \$7,307.00 | \$0.00 |
| Justification: 2017 Executive Portion. 10/01/18 - 09/30/19. The AD Grant is used to pay approximately 28% of the attorneys salary of \$62,373, enabling them to effectively and properly perform their jobs. | | | | | | |
| Total | | | | \$7,307.00 | \$7,307.00 | \$0.00 |

| Total Project Costs | Total Cost | Grant Funds | Matching Funds |
|---------------------|------------|-------------|----------------|
| | \$7,307.00 | \$7,307.00 | \$0.00 |

- Version 2

| # | Personnel | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|---|--------------------|--------|------------|------------|-------------|----------------|
| 1 | Attorneys salaries | 1 | \$1,393.00 | \$1,393.00 | \$1,393.00 | \$0.00 |
| Justification: 2018 Legislative Portion for 10/01/18 to 03/31/19. Amount will be used to pay the approximately 28% of the attorneys salary of \$62,373, | | | | | | |
| Total | | | | \$1,393.00 | \$1,393.00 | \$0.00 |

| Total Project Costs | Total Cost | Grant Funds | Matching Funds |
|---------------------|------------|-------------|----------------|
| | \$1,393.00 | \$1,393.00 | \$0.00 |

- Version 3

| # | Personnel | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|--|--------------------|--------|------------|------------|-------------|----------------|
| 1 | Attorneys Salaries | 1 | \$8,700.00 | \$8,700.00 | \$8,700.00 | \$0.00 |
| Justification: 2018 Portion. 04/01/19 - 09/30/19. Grant funds will be used to pay the approximately 28% of the attorneys salary of \$62,373. | | | | | | |
| Total | | | | \$8,700.00 | \$8,700.00 | \$0.00 |

| Total Project Costs | Total Cost | Grant Funds | Matching Funds |
|---------------------|------------|-------------|----------------|
| | \$8,700.00 | \$8,700.00 | \$0.00 |

Oneida County Public Defender

| Total Contract Costs | Total Cost | Grant Funds | Matching Funds |
|----------------------|-------------|-------------|----------------|
| | \$17,400.00 | \$17,400.00 | \$0.00 |

Award Contract**Aid to Defense****Project No.****Grantee Name**

AD18-1013-D00

Oneida County

07/06/2018

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

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

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

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

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

2-4 Quarterly

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

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

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

Payment requests need to include the following documents as required:

Detailed Itemization of Personal Service Expenditures

Detailed Itemization of Non-Personal Service Expenditures

Detailed Itemization of Consultant Expenditures

Expert witness agreement and supporting documentation

Voucher and Fiscal Cost Report signed

Written documentation of all required DCJS prior approvals as follows:

- DCJS approval of non-competitive consultant.
- DCJS approval of non-competitive vendor for services.
- DCJS approval of consultant services reimbursement greater than \$650 per eight hour day.
- DCJS approval of change to Personal Services by more than 10 percent.
- DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
- DCJS approval to subaward to another organization.
- DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
- DCJS approval to reallocate funds between Personal Services and Non Personal Services.

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

VER05/13/2013

Certified by - on.

Award Contract

Aid to Defense

Project No.
AD18-1013-D00

Grantee Name
Oneida County

07/06/2018

APPENDIX D - Work Plan

Goal

To provide and promote quality legal representation to indigent adults and youth facing felony crime charges.

Objective #1

To maintain experienced defense attorneys utilizing funds as outlined in Appendix B, and limit their caseloads to maintain a policy of vertical representation.

Task #1 for Objective #1

Establish and implement a policy to screen all felony cases utilizing the established criteria for assignment in the most expedient manner possible and designate experienced defense attorneys to handle these cases.

Performance Measure

- 1 Provide the names and years of experience of personnel funded under the Aid to Defense (ATD) program, update quarterly if any changes occur.
- 2 Provide the approximate percentage of time personnel are dedicated to ATD cases.
- 3 Provide the number of cases screened and the number designated as ATD cases.
- 4 Provide the number of felony cases defended this period.
- 5 Provide the percentage of cases where vertical representation was used.

Objective #2

To utilize all available measures for an early case resolution that minimizes custody time.

Task #1 for Objective #2

To perform investigations, vertical representation, and to minimize custody time and disruption to each client's life.

Performance Measure

- 1 Submit data for ATD cases processing time from indictment through disposition.
- 2 Provide the average case processing time for cases closed this period.
- 3 Submit data regarding the number of diversions as alternatives to incarceration.
- 4 Provide the number and percentage of cases identified in performance measure #1 that are resolved for a reduced charge (less than the original top charge).

Objective #3

To provide an assessment of the overall impact of the ATD program.

Task #1 for Objective #3

Provide a semi-annual narrative discussing how receipt of these funds is critical to the operation of your office, how it has positively affected your ability to represent the defendants and how it has improved case processing times and outcomes and the overall administration of justice.

Performance Measure

- 1

Provide narrative reports summarizing how ATD funding is critical to the grantee's operation. Reports must be submitted semiannually, following the quarters ending in October and March.

Award Contract**Aid to Defense****Project No.****Grantee Name**

AD18-1013-D00

Oneida County

07/06/2018

Award Conditions

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

APPENDIX D - Special Conditions

Grantee agrees that if the project is not implemented within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly reports, for purposes of this grant award, grantees should submit progress reports as follows:

- Four (4) progress reports for contracts of \$100,000 or more
- Two (2) progress reports for contracts between \$1 and \$99,999

Failure to adhere to these provisions may result in the disallowance of expenditures.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data

standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

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

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

The State will not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to section 99-d(3) of the State Finance Law.

Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Although paragraph 21 of Appendix A1 requires four (4) quarterly progress reports, for purposes of this grant award, grantees should submit progress reports as follows: Four (4) progress reports for contracts of \$100,000 or more Two (2) progress reports for contracts between \$1 and \$99,999 Notwithstanding paragraph 21 of Appendix A1 of this Agreement, the Grantee is only required to submit one program progress report to DCJS/OPDF under the Agreement when the Grantee is a municipality and the purchase of equipment is the only task. The progress report, which will be considered a final, must describe the purchase process, delivery, installation and use of the equipment for which funding is provided pursuant to this grant award Agreement. The Report must be accompanied by a signed certification from the head of the Grantee Agency that the future use of the equipment will be consistent with the intended purpose of the State grant award. The Final (Equipment Only) Report should also be accompanied by a DCJS Equipment Inventory Report, a State Aid Voucher for the balance of grant funding due for the purchase of the equipment, and a final Fiscal Cost Report (FCR) with supporting documentation reporting total related expenditures of the grant funded project, according to terms of this Agreement.

Notwithstanding paragraph 20 of Appendix A1, appropriations in the Community Projects Fund lapse on September 15 following the end of the fiscal year, and are available for the payment of liabilities incurred until that date. To insure payment, vouchers must be received by DCJS/OPDF by August 15th of the year following the fiscal year in which funds were appropriated.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

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

Strategy Special Conditions:

Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation GIVE; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates

the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Participating grantees agree to submit information through NYSPIN on guns seized, recovered, or found. 'GGUN' submissions for crime guns will be automatically forwarded to the NYSP Crime Gun ClearingHouse and ATF.

All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257.

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Participating police departments receiving GIVE funds will submit monthly progress reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury, the number of shooting victims, the number of individuals killed by gun violence, the number of firearms recovered, and the number of firearms submitted to the lab for entry into NIBIN.

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

Grantee agrees that if the project is not implemented within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly reports, for purposes of this grant award, grantees should submit progress reports as follows:

- Four (4) progress reports for contracts of \$100,000 or more
- Two (2) progress reports for contracts between \$1 and \$99,999

Failure to adhere to these provisions may result in the disallowance of expenditures.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojjs/documents/dcjsocontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

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

Anthony J. Picente, Jr.
County Executive

David Tomidy
Director



Oneida County Probation Department
321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 356-2900 Adult: (315) 356-2900
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Holly Bolton
Thomas Brognano
Mark Joseph
Holly Matthews
John Sharrino

May 4, 2018

FN 20 18-293

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

PUBLIC SAFETY

Re: Clinton Central School/IRT Program
(2018-2019)

WAYS & MEANS

Dear Mr. Picente:

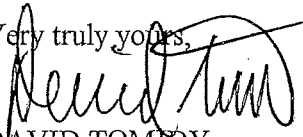
Enclosed is an Agreement between the Probation Department and the Clinton Central School District wherein the school district reimburses the County \$10,750.00 for the services of one Probation Officer, one day a week.

This Officer provides Initial Response Team (IRT) services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

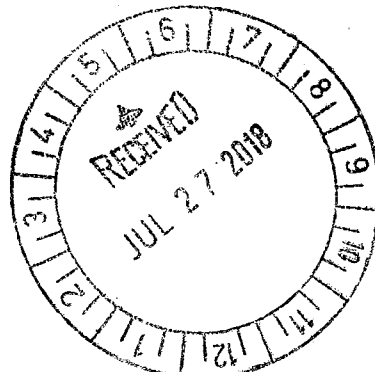
I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward this agreement to the Board of Legislators for their approval.

Your support of our programming continues to be most appreciated.

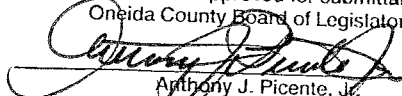
Very truly yours,


DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures



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


Anthony J. Picente, Jr.
County Executive
Date 7-26-18

Oneida Co. Department: Probation

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

**Oneida County Board of Legislators
Contract Summary**

Name and Address of Vendor: Clinton Central School District
75 Chenango Road
Clinton, New York 13323

Title of Activity or Service: Initial Response Team (IRT) Program

Proposed Dates of Operation: 7/1/2018 to 6/30/2019

Client Population/Number to be served: Clinton School District Students

Summary Statements:

- 1.) **Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Clinton Central School District. It is an early intervention strategy where students starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.
- 2.) **Program/Service Objectives and Outcomes:** This program is designed to reach 150 students and adjust 80% of those attendance and behavior problems without formal Court intervention. In 2017, we worked with 154 cases and diverted 96% of those cases.
- 3.) **Program Design and Staffing:** One full-time Probation Officer is stationed one day per week at the Junior and Senior High School buildings. The Officer also services the elementary school as needed.

Total Funding Requested: \$10,750.00 Account #: A3142

Oneida County Department Funding Recommendation: \$10,750.00

Proposed Funding Sources (Federal\$/State\$/County\$): Clinton Central School District

Cost Per Client Served: In 2017 the cost per client served totaled \$395.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court for the past three years.

O.C. Department Staff Comments: The Probation Department recommends that this highly successful and collaborative project continue as it serves Public Safety interests in a cost effective manner and supports the efforts of the Clinton Central School District and parents to help students make positive changes.

Agreement between Oneida County through its Probation Department and Clinton Central School District

THIS AGREEMENT by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "County"), through its PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501 (hereinafter referred to as "Probation Department"), and CLINTON CENTRAL SCHOOL DISTRICT, a central school district organized and existing under the laws of the State of New York, with its principal offices located at 75 Chenango Avenue, Clinton, New York 13323 (hereinafter referred to as the "School District").

WITNESSETH

WHEREAS, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibited behavioral and attendance problems; and

WHEREAS, the School District seeks the Probation Department's IRT services to assist its students in any and all School District buildings;

NOW, THEREFORE the parties hereto intend to be legally bound and hereby agree as follows:

1. TERM:

- a. This Agreement shall be effective from July 1, 2018 until June 30, 2019 (the "Term"), unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Probation Department will provide the School District with Initial Response Team efforts and other support services, which shall include the following:
 - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
 - ii. Assisting School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
 - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District and the specific school included within this Agreement;
 - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
 - v. Assisting in the coordination and scheduling of IRT meetings;
 - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
 - A. Interpreting conditions of the IRT agreement;
 - B. Supervising students to determine whether such students comply with the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;
 - C. Counseling and assisting students, in the school setting, with

- problems relating to compliance;
 - D. Monitoring students' behavior at home, in school, and in the community;
 - E. Preparing progress reports on persons under probation supervision;
 - F. Establishing and maintaining contacts with social service and law enforcement agencies and cooperating therewith in matters of mutual interest.
- vii. "Other Support Services" may also include but are not limited to mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.
- b. The Probation Department will provide one (1) part-time Probation Officer, who will provide the above-described services, one (1) day per week, as directed by the Probation Department, at any and all Clinton Central School District buildings.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County in the amount of \$10,750.00 for conducting IRT services described above. Salary, fringe benefits, and related travel costs are included in the \$10,750.00 amount.
- b. Reimbursement for IRT services shall be made by the Probation Department's submission of a voucher to the School District, according to the School District's regular policy for payment of its vendors.

4. INDEPENDENT CONTRACTOR STATUS:

- a. Both the County and the School District intend that the Probation Officer's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the County and the School District.
- b. The Probation Officer assigned under this Agreement shall remain a County employee for the purposes of salary, benefits, employee discipline, time off, sick days, and other terms and conditions of employment. Likewise, the Probation Officer shall not be considered an employee of the School District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
- c. The assignment of a particular Probation Officer remains the sole discretion of the Probation Department. Probation Officers assigned under this Agreement are subject to being re-assigned and replaced based on the needs and policies of the Probation Department.
- d. It is understood by the parties that the County and Probation Department offer the same or similar service(s) to other school districts. The parties agree that the County and Probation Department are free to continue to offer these services to other school districts during the Term of this Agreement.

5. TERMINATION:

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and to the date of termination.

6. INDEMNIFICATION:

- a. Each party agrees to indemnify the other against any claims, demands, actions, proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the Probation Department that all information exchanged is considered confidential and will be used solely for the purposes outlined in this contract.

7. NOTIFICATIONS:

- a. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

8. AMENDMENT:

- a. This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW*

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROBATION DEPARTMENT

DATE: 6/28/18

BY: _____

David Tomidy
David Tomidy
Director of Probation

CLINTON CENTRAL SCHOOL DISTRICT

DATE: 6/22/18

BY: _____

Mary Lou Lauchert
Mary Lou Lauchert
Board of Education President

APPROVED
ONEIDA COUNTY ATTORNEY

BY: _____
Alison Stanulevich, Esq.
Assistant County Attorney

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 356-2900 Adult: (315) 356-2900
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Holly Bolton
Thomas Brognano
Mark Joseph
Holly Matthews
John Sharrino

May 4, 2018

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

FN 20 18-294

PUBLIC SAFETY

Re: Rome Safe Schools/Healthy Students Project
2018-2019

WAYS & MEANS

Dear Mr. Picente:

Enclosed is an Agreement between the Probation Department and the Rome City School District wherein the school district reimburses the County for 50% of salaries, fringe benefits, and travel expenses for two full-time Probation Officers. Rome City School District will reimburse the County \$72,168.00 for the services of these Probation Officers.

These Officers provide Initial Response Team (IRT) services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward this agreement to the Board of Legislators for their approval.

Your support of our programming continues to be most appreciated.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures



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

Anthony J. Picente, Jr.
County Executive
Date 8-6-18

Oneida Co. Department: Probation

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Rome City School District
409 Bell Road
Rome, New York 13440

Title of Activity or Service: Rome Safe Schools/Healthy Students Project

Proposed Dates of Operation: 7/1/2018 to 6/30/2019

Client Population/Number to be Served: Eligible students in the Rome School District

Summary Statements:

- 1) **Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Rome City School District. It is an early intervention strategy where students just starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.
- 2) **Program/Service Objectives and Outcomes:** This program is designed to reach 200 students and adjust 80% of those attendance and behavior problems without formal Court intervention. In 2017, we worked with 262 cases and diverted 84% of those cases.
- 3) **Program Design and Staffing:** Two full-time Probation Officers are employed full-time at Strough Junior High School, RFA, and Madison-Oneida Alternative Education buildings. They also work at selected elementary schools as needed.

Total Funding Requested: \$72,167.76 **Account#:** A3142 (Revenue)

Oneida County Dept. Funding Recommendation: \$72,167.76 (50% of cost)

Proposed Funding Sources (Federal\$/State\$/County\$): Rome City School District (50% of cost)

Cost Per Client Served: In 2017, the cost per client served totaled \$635.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court for the past seven years.

O.C. Department Staff Comments: Salaries, Fringe Benefits, and Travel will be included in our 2018 and 2019 Budgets, and we receive further reimbursement from the Oneida County Youth Bureau and the NYS Office of Probation and Correctional Alternatives.

Agreement between Oneida County through its Probation Department and Rome City School District

THIS AGREEMENT (the "Agreement") is by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "County"), through its PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501 (hereinafter referred to as the "Probation Department"), and ROME CITY SCHOOL DISTRICT, a political subdivision of the State of New York, with its principal offices located at 409 Bell Road, Rome, New York 13440 (hereinafter referred to as the "School District").

WITNESSETH

WHEREAS, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibited behavioral and attendance problems; and

WHEREAS, the School District seeks the Probation Department's IRT services to assist its students in in the Rome Free Academy, Strough Middle School, and Madison-Oneida BOCES Alternative Education sites;

NOW, THEREFORE the parties hereto intend to be legally bound and hereby agree as follows:

1. TERM:

- a. This Agreement shall be effective from July 1, 2018 until June 30, 2019 (the "Term"), unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Probation Department will provide the School District with IRT efforts and other support services (collectively, the "Services"), which shall include the following:
 - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
 - ii. Assisting School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
 - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District;
 - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
 - v. Assisting in the coordination and scheduling of IRT meetings;
 - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
 - A. Interpreting conditions of the IRT agreement;
 - B. Supervising students to determine whether such students comply with

the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;

- C. Counseling and assisting students in the school setting with problems relating to compliance;
 - D. Monitoring students' behavior at home, in school, and in the community;
 - E. Preparing progress reports on persons under probation supervision;
 - F. Establishing and maintaining contacts with social services and law enforcement agencies, and cooperating therewith in matters of mutual interest.
- vii. Other support services may also include, but are not limited to, mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.
- b. The Probation Department will provide two (2) full-time Probation Officers, who will provide the above-described Services, as directed by the Probation Department, at the Rome Free Academy, Strough Middle School, and Madison-Oneida BOCES Alternative Education sites during the Term of this Agreement.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County in the amount of \$72,167.76 for conducting the Services. Salary, fringe benefits, and related travel costs are included in the \$72,167.76 amount.
- b. Reimbursement for the Services shall be made by the Probation Department's submission of a voucher to the School District, according to the School District's regular policy for payment of its vendors.

4. INDEPENDENT CONTRACTOR STATUS:

- a. Both the County and the School District intend that the Probation Officers' status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the County and the School District.
- b. The Probation Officers assigned under this Agreement shall remain County employees for the purposes of salary, benefits, employee discipline, time off, sick days, and other terms and conditions of employment. Likewise, the Probation Officers shall not be considered employees of the School District for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health benefits.
- c. The assignment of particular Probation Officers remains the sole discretion of the Probation Department. Probation Officers assigned under this Agreement are subject to being re-assigned and replaced based on the needs and policies of the Probation

Department.

- d. It is understood by the parties that the County and Probation Department offer the same or similar Services to other school districts. The parties agree that the County and Probation Department are free to continue to offer these Services to other school districts during the Term of this Agreement.

5. TERMINATION:

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and to the date of termination.

6. INDEMNIFICATION:

- a. Each party agrees to indemnify the other against any claims, demands, actions, proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the parties that all information exchanged is considered confidential and will be used solely for the purposes outlined in this Agreement.

7. NOTIFICATIONS:

- a. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

8. AMENDMENT:

- a. This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW*

Anthony J. Picente, Jr.
County Executive

David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 356-1350 Adult: (315) 356-1300
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Holly Bolton
Thomas Brognano
Mark F. Joseph
Holly Matthews
John Sharrino

January 10, 2018

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

FN 20

18-295

PUBLIC SAFETY

Re: Certification of Section 606 of the
New York State Correction Law – 2017

WAYS & MEANS

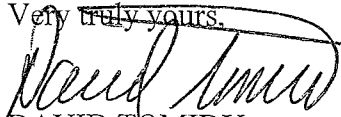
Dear Mr. Picente:

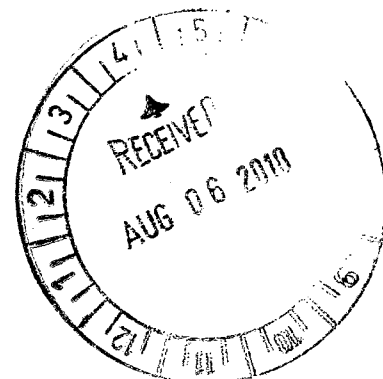
Enclosed is a Certified Listing of 2017 costs in the amount of \$3,287.37 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentenced inmates in the State Prison System.

As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) allows for this reimbursement when these costs are expended by public funds. We have prepared 18 Pre-Sentence Reports on state inmates.

As a Board Resolution is required I hereby request the Board's approval of our request for reimbursement from New York State.

Very truly yours,


DAVID TOMIDY
PROBATION DIRECTOR



DT:kas

Enclosures: Reimbursement Expenses for PSI's

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

*Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net*

Deputy Director
Patrick Cady

Supervisors
Thomas Brognano
Matthew Caracas
Mark F. Joseph
Holly Matthews
John Sharrino

PROPOSAL TO BOARD OF LEGISLATORS

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

Honorable Members:

The attached letter from David Tomidy, Probation Director, requests your consideration and approval of his claim for reimbursement from the State of New York for costs expended for Pre-Sentence reports conducted on state inmates. As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) provides for reimbursement to counties when these costs are expended by public funds.

As noted in the attached documents, the Probation Department is claiming \$3,287.37 for the preparation of 18 reports in this category. Please consider and approve his reimbursement claim.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anthony J. Picente, Jr.", written in black ink.

**ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE**

**C: Public Defender
Audit and Control
County Attorney**

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

July 11, 2018

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

FN 20

18 297

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Attached for your review and approval is a Purchase of Service Agreement between Oneida County, through its Department of Social Services, and the YWCA of the Mohawk Valley.

This Purchase of Service Agreement provides advocacy services for victims of sexual and/or severe physical abuse. The Advocates receive specialized training in the area of child abuse investigation and court processes and offer child victims and their non-offending family members support throughout the entire process. This encourages families to be cooperative with law enforcement and service providers which promotes better outcomes for the victim and the community.

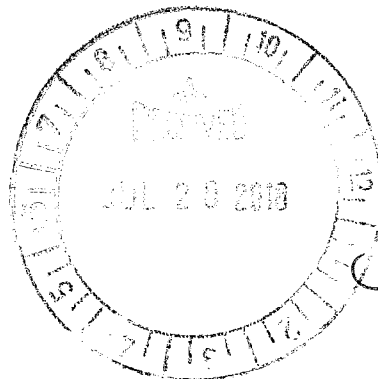
The Child Advocacy Center has proven itself to be a model program utilizing a multidiscipline team approach that is effective in protecting child victims while reducing the trauma associated with such abuse and holding perpetrators accountable through the court system(s).

The cost of this Agreement is \$90,782.00 from October 1, 2018 through September 30, 2019. The local cost to support this effort is 27.18% or \$24,674.55.

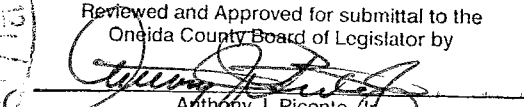
I am respectfully requesting the approval of this agreement between Oneida County, through its Department of Social Services, and the YWCA of the Mohawk Valley. If you agree, please forward to the Board of Legislators for consideration at their next meeting. Thank you for your consideration.

Sincerely,


Colleen Fahy-Box
Commissioner



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


Anthony J. Picente, Jr.
County Executive

Date

7/20/18

CFB/vlc
attachment

17903

Oneida Co. Department Social Services _____

Competing Proposal _____

Only Respondent X

Sole Source RFP _____.

**Oneida County Board of
Legislators Summary**

Name of Proposing Organization: YWCA of the Mohawk Valley
1000 Cornelia Street
Utica, New York 13502

Title of Activity or Services: Child Sexual Abuse Victim Advocates will provide advocacy and guidance for child sexual abuse victims, alleged victims, and their families.

Proposed Dates of Operation: October 1, 2018 through September 30, 2019, with the option for one additional renewal term.

Client Population/Number to be Served: Children and their families who are victims or alleged victims of child sexual abuse

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This Agreement will assist child victims and their non-offending family members in moving forward in their lives following the horrendous crime of child sexual abuse and /or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding manner which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Child Sexual Abuse Victim Advocates will accompany child victims of sexual abuse, and their non-offending family members, throughout the investigation and prosecution process, including medical interview and exam, law enforcement investigation, and judicial proceedings. The role of the Advocates is supportive, informative, and continuous. The Advocates are also members of the multi-disciplinary team which comprises the Child Advocacy Center.

2). Program/Service Objectives and Outcomes

Outcome: Assist child victims and non-offending family members in dealing with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.

Performance: Advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in regards to serious abuse cases. In their role, the advocates will provide 24 hour crisis intervention as well as maintain regular

contact with the victim and/or victim's family. These services will be offered in a manner that reflects cultural competence and family focused planning.

3). Program Design and Staffing Level – Two full-time Child Sexual Abuse Victim Advocates. Full case coverage will be provided.

Total Funding Requested: \$90,782.00

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: Mandated

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

| | | |
|---------|---------|---------------|
| Federal | 38.39 % | = \$34,851.21 |
| State | 34.43 % | = \$31,256.24 |
| Local | 27.18 % | = \$24,674.55 |

Cost Per Client Served:

Past performance Served: The YWCA was awarded this contract by RFP.

O.C. Department Staff Comments: The Department is satisfied with this contractor.

AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Oneida, a municipal corporation pursuant to the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the “County”), through its Department of Social Services (hereinafter referred to as the “Department”), and the YWCA of the Mohawk Valley, a domestic not-for profit corporation pursuant to the laws of the State of New York and having its principal offices at 7 Rutger Park, Utica, New York 13501 (hereinafter referred to as the “Contractor”).

WHEREAS, the Department has the need to provide advocacy and guidance for child victims of sexual or severe physical abuse and their non-offending family members within Oneida County; and

WHEREAS, the Contractor has the knowledge, skill and expertise to provide the needed services to the Department; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services; and

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

A. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall be from October 1, 2018 through September 30, 2019.
2. The option to renew this Agreement, under all current terms and conditions, for one (1) additional one-year term, shall be at the sole discretion of the County and the Department. Notice to the Contractor of any renewal or extension shall be provided by the County to the Contractor prior to the end of the term of this Agreement.
3. The County may terminate this Agreement upon thirty (30) days written notice to the Contractor for any reason, or immediately for cause, upon written notice to the Contractor.

B. SCOPE OF SERVICES

1. The purpose of this Agreement is to assist child victims and their non-offending family members (hereinafter collectively, the “Victims”) to move forward in their lives following child sexual abuse and/or severe physical abuse.
2. The Contractor shall provide two (2) Child Sexual Abuse Victim Advocates (collectively,

the “Advocates”) to work with the Victims.

3. The Advocates shall be trained New York State Department of Health certified sexual violence advocates, specifically family advocates.
4. The Advocates shall provide the Victims with supportive services in a compassionate and understanding manner, which shall enable the Victims to begin healing from the trauma of child sexual abuse and/or severe physical abuse.
5. The Contractor shall develop and promote a coordinated response to child sexual abuse and/or severe physical abuse, facilitate future disclosures and collaborate efforts with other Child Advocacy Center (CAC) team members, including law enforcement, child protective workers, medical personnel and mental health providers.
6. The Contractor shall provide staffing as follows:
 - a. The Contractor shall ensure that the Advocates assigned to perform services under this Agreement have earned a four-year degree in the subject of psychology, human development, childhood development, social work, human services, sociology or a related field.
 - b. The Contractor shall ensure that the Advocates assigned to perform services under this Agreement possess a valid driver’s license.
7. The Contractor shall ensure that services under this Agreement are available twenty-four (24) hours per day, seven (7) days per week, as follows:
 - a. The Contractor shall ensure that at all times during the regular business hours of the CAC, at least two (2) Advocates are working on-site at the CAC.
 - b. The Contractor shall ensure that Advocates are available on an “on-call” basis to respond as needed after regular business hours of the CAC. “On-call” shall be defined as a minimum of one (1) Advocate that is available to respond on-site to the location where they are needed should a case be received after the regular business hours of the CAC, or during any other non-traditional hour.
8. Services to be provided by the Contractor, both during regular business hours of the CAC and on-call, shall include, but not be limited to:
 - a. Respond to the Victims at the initial reporting of alleged child sexual abuse and/or severe physical abuse;
 - b. Provide crisis intervention, advocacy/accompaniment and information/referrals to

the Victims throughout the initial interview and investigation process;

- c. Provide supportive information in regards to the interview process, investigation process, criminal justice process and court proceedings, medical services and all follow-up proceedings pertaining to the allegation of child sexual abuse/severe physical abuse to the Victims;
- d. Schedule and accompany on-site forensic medical exams for the Victims;
- e. Schedule initial on-site counseling appointments with CAC mental health subcontractors for the Victims as needed;
- f. Provide advocacy/accompaniment and support, during the initial disclosure/interview and forensic medical exam to the Victims as needed;
- g. Provide follow-up services as required by each case circumstance, including but not limited to monthly home visits and weekly phone contact to the Victims;
- h. Participate in CAC meetings, case reviews, case planning discussion and training as required to fulfill the obligations of this Agreement;
- i. Provide progress notes detailing pertinent case related contacts and information;
- j. The Advocates shall be supervised by the Contractor's supervisory staff, with basic oversight by the CAC to the extent it is necessary to ensure adequate coverage and provision of services.
- k. The Advocates shall make contact with the Victims independent of medical exams, court appearances, interviews and counseling sessions as directed by CAC staff. Generally, the Advocates shall have contact with the Victims in their home at least once per month for the duration of the open case. In addition, the Advocates shall have weekly phone contact with the Victims for the duration of the open case;
- l. The Advocates shall keep the child protective caseworker and law enforcement investigator assigned to the case informed of case developments;
- m. The Contractor shall make every effort to ensure continuity of services between the Victims and the assigned Advocates. This shall mean that the Contractor shall ensure that the same Advocate provides service to the Victims from case initiation to case conclusion in order to promote a stable and trusting relationship between the Advocate and the Victims and minimize further trauma.
- n. The Contractor shall comply with all laws, regulations and Department procedures,

including, but not limited to all standards for Child Sexual Abuse Victim Advocacy services prescribed by federal, state and local law.

- o. The Advocates shall build an effective relationship by establishing trust; empowering the Victims; encouraging candor and providing clear, honest, supportive and accurate information;
- p. The Advocates shall act as the voice for the Victims until he or she can speak for himself or herself;
- q. The Advocates shall respect the rights of the Victims;
- r. The Advocates shall provide support, coaching and direction through home visits and telephone calls;
- s. The Advocates shall provide referrals, facilitate access and coordinate services for the Victims;
- t. The Advocates shall obtain language translation or interpretation services when needed;
- u. The Advocates shall assist the Victims in advocating for themselves to strengthen and reclaim control;
- v. The Advocates shall share and help the Victims to recognize hope, positive experiences and to identify and build on strengths.

C. PERFORMANCE OF SERVICES

1. The Contractor represents that the Contractor has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County and the Department. The Contractor shall be solely responsible for determining the method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County or the Department, and the County and the Department shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County and the Department, and

in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

3. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or the Department, or create obligations on the part of the County or the Department without the prior written authorization of the County.
4. The County maintains the right to contract with other individuals or entities to perform the same services.
5. The Advocates assigned to the CAC shall submit to a fingerprint check and a State Central Registry/Connections check, the cost of which shall be paid by the Department.
6. The CAC shall hold meetings with the Contractor as needed upon the reasonable request of either party to discuss systems, program issues, or other topics of concern to either party.
7. The Contractor shall be responsible for any disciplinary issues relative to Contractor's staff assigned to perform services under this Agreement.
8. The Department shall be notified as soon as possible and made aware when an Advocate submits a leave request such as vacation or medical leave, or upon termination of employment, and will be provided information as to who will be replacing said Advocate during any extended absences.
9. The Contractor shall ensure that an Advocate's position is not vacant for more than two (2) weeks at any time.
10. The Commissioner of Social Services may request the replacement of an Advocate should she deem such action is necessary, however, the final decision with regard to staffing under this Agreement shall remain with the Contractor.
11. The Contractor shall provide any training to CAC staff members or other County employees as deemed necessary by the Department.
12. The Department shall refer appropriate Victims to the Contractor's services in a timely manner.

D. NO SUBCONTRACT

1. The Contractor shall not subcontract any part of this Agreement to another agency without prior written approval from the County and the Department.

2. The terms and conditions of any subcontract must be approved by the County and the Department.

E. MEASUREMENTS AND OUTCOMES

1. Outcome: Assist Victims in dealing with victimization in the most positive and healing manner possible, to minimize trauma associated with child sexual and/or severe physical abuse.
2. Performance: The Advocates shall be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the Victims, facilitate future disclosures and promote a coordinated response by the CAC team in regards to serious abuse cases. In their role, the Advocates shall provide crisis intervention as well as maintain regular contact with the Victims. These services shall be offered in a manner that reflects cultural competence and family focused planning;
3. Standards of Performance Measurements:
 - a. 100% of the Victims served at the CAC shall be offered the services of an Advocate and referred to an Advocate for follow up.
 - b. The Advocates shall engage 80% of the Victims referred for services.
 - c. 80% of the individuals who received services from the Advocates shall report satisfaction with the quality and availability of the services provided as measured by a client satisfaction survey given after the first 72 hours of service and at the conclusion of their services.
 - d. The Advocates' services shall be available during hours of operation of the CAC.
 - e. The Advocates shall meet all the specified job requirements noted under Section B: Scope of Services as measured by the successful completion of all the required case contacts and case activity. Verification of case contacts and case activity shall be required in a manner provided by the Contractor and agreeable to the County. This document shall be maintained and provided to the CAC Coordinator and also attached to the monthly voucher.
4. The Advocates shall apply best practices to meet the outcomes established by the Department, as follows:
 - a. Provide compassion and understanding to enable Victims to recover from the trauma of child sexual abuse/severe physical abuse and receive assistance needed to progress forward with their lives.

- b. Build an effective relationship by:
 - i. Establishing trust;
 - ii. Empowering the Victims;
 - iii. Encouraging candor; and
 - iv. Providing clear, honest, supportive, and accurate information.

- c. Foster additional disclosure by the Victims who might otherwise go without assistance:
 - i. Develop an individual plan with each Victim;
 - ii. Create an environment that allows for healing and recovery for each Victim;
 - iii. Know and understand Victim's rights;
 - iv. Know and understand potential issues associated with survivors of child sexual assault;
 - v. Assist Victims through legal and medical systems;
 - vi. Know and understand potential issues associated with family and or criminal court;
 - vii. Learn and understand the culture of the Victim's family;
 - viii. Demonstrate empathy and resourcefulness;
 - ix. Possess knowledge of and be able to access community resources; and
 - x. Educate the community about the impact of child sexual abuse and severe child abuse and maltreatment.

- d. Develop and promote a more coordinated response through participation with the CAC:
 - i. Respond to all initial reports of alleged child sexual abuse and/or severe physical abuse;
 - ii. Coordinate the response between the medical and legal systems to reduce intrusion, increase disclosure and promote open communication;
 - iii. Actively participate in morning meetings and Multi-Disciplinary Team Meetings as required to fulfill the obligations of this Agreement;
 - iv. Attend training specific to advocacy work in order to provide a foundation for understanding the Advocate's role;
 - v. Cultivate an atmosphere of professionalism through demonstration of skill, knowledge, initiative, effective communication and accountability.

F. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the

State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.
 - iii. Abuse and molestation coverage must be included.
- b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - i. Coverage for review of cases and resulting professional assessment.
 - ii. Coverage for abuse and molestation.
- c. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
- d. Commercial Umbrella
 - i. Umbrella limits must be at least \$5,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are

additional insureds on the CGL.

- iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

e. Workers' Compensation and Employer's Liability

- i. Statutory limits apply.

2. **Waiver of Subrogation:** The Contractor waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
3. **Certificates of Insurance:** Prior to the start of any work the contractor shall provide a certificates of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
4. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and it's sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

G. PAYMENTS

1. Payment shall be issued in monthly installments, as detailed below, upon submission of an Oneida County voucher and data necessary to allow the County and the Department to determine if a Fiscal Penalty detailed herein is to be assessed.
 - a. From October 1, 2018 through September 30, 2019:
 - i. Total payment by the County to the Contractor from October 1, 2018 through September 31, 2019 shall not exceed \$90,782.00

1. Monthly payment from October 1, 2018 through August 31, 2019 shall be \$7,565.00.
 2. Monthly payment September 1, 2019 through September 30, 2018 shall be \$7,567.00.
- b. In the event that the County and the Department elect to renew this Agreement for one (1) year pursuant to Section A hereinabove, monthly payment for such renewal terms shall be:
- i. Total payment by the County to the Contractor from October 1, 2019 through September 30, 2020 shall not exceed \$90,782.00
 1. Monthly payment from October 1, 2019 through August 31, 2020 shall be \$7,565.00.
 2. Monthly payment from September 1, 2020 through September 30, 2020 shall be \$7,567.00.
2. The total cost of services provided under this Agreement shall not exceed \$181,564.00 for the duration of this Agreement and any renewal terms elected by the County and the Department.
3. **Fiscal Penalty for failure to meet a Standard of Performance:**
- a. Program performance measurements and outcomes shall be monitored monthly, and a fiscal penalty shall be imposed for any unmet Standards of Performance Measurement specified in Section E(3) herein. Standards of Performance Measurements that are not met shall be assessed a penalty equal to a reduction of two percent (2%) of the monthly installment for each Standard of Performance Measurement not met.
4. It is agreed by the Contractor that performance without this Agreement will not be paid for by the Department.

H. **REPORTING REQUIREMENTS**

1. The Contractor acknowledges that the County receives grant funding to provide the services under this Agreement, and further acknowledges that pursuant to the terms and conditions of said grant funding, the County is required to make certain reports to New York State.
2. In order to ensure the County is able to comply with its reporting requirements to maintain the grant funding to provide the services herein, the Contractor agrees to submit the

following reports to the Department:

- a. A Quarterly Program Report, every three (3) months, for the duration of this Agreement.
 - b. Statistical reports on a monthly basis, which must be received no later than the 5th day of each and every month, containing statistical reports for the prior month of service. Said report shall include the following information:
 - i. The number of Victims served;
 - ii. The monthly caseload;
 - iii. The type(s) of services provided, including the number and types of contacts per case; and
 - iv. Any relevant comments regarding the case and/or services.
3. Reports shall include number of families served each month. Said reports shall also indicate the number of families served who receive Temporary Assistance (TA) and those whose household income is at or below 200% of the Federal Poverty Guideline. In order to have consistent reporting in this section, the number of families reported each month shall not be duplicated. A family that is served more than once per month within the Agreement period shall be counted only once. If a family receives services under more than one agreement between the County and the Contractor, said family shall be counted once per month for each service received.
4. The Contractor agrees to prepare and provide any and all other reports required by the County and State Governments pertaining to this Agreement.
5. The Contractor agrees to provide an Annual Independent Audit.
6. Reports shall be submitted to the Oneida County Contract Administration Office located at 800 Park Avenue, 4th Floor, Utica, New York 13501.
7. The liaisons for this Agreement are:
Deborah Neal - Oneida County Department of Social Services; and
Kari Procopio - YWCA of the Mohawk Valley.

I. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County or the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or

health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

2. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public and other entities.
3. The Contractor and its Assistants shall not be eligible for compensation from the County due to:
 - a. Illness;
 - b. Absence due to normal vacation; or
 - c. Absence due to attendance at school, special training or a professional convention or meeting.
4. The Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
5. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
6. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

8. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

J. EXPENSES

The Contractor shall be solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

K. TRAINING

The Contractor shall not be required to attend or undergo any training by the County. The Contractor shall be fully responsible for obtaining the training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

L. ADVICE OF COUNSEL

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

M. CHOICE OF LAW / VENUE

1. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.
2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

N. ENTIRE AGREEMENT

1. The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State funds for the purposes set forth in this Agreement.
2. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this

- 3. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

Date: _____

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

Approved: _____
Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____
Colleen Fahy-Box, Commissioner

Date: 9/11/18

YWCA of the Mohawk Valley: _____
Dianne Stancato, CEO
Dianne Stancato, Chief Executive Officer

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and

will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail.

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capitol, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

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

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor.
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a.
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance.

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

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

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

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

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

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

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

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

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

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

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

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

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

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

WCA Mohawk Valley
NAME OF CONTRACTED AGENCY

DIANNE STANCATO, CEO
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Diane Stancato 7/11/18
SIGNATURE DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

ADDENDUM -- STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 1st day of _____, 201____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

June 7, 2018

FN 20 18-298

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

I am forwarding four (4) copies of an Amendment to the **2018-2020 Purchase of Service Agreement** already approved between the Oneida County Department of Mental Health and **Catholic Charities of the Roman Catholic Diocese of Syracuse N.Y.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The Amendment begins on **January 1, 2018 and ends on December 31, 2020**. The total funding amount for this period will be **\$4,940,790.00**; with annual increments of \$1,646,930.00 for each year. This Amendment includes additional OMH State Aid funding in the amount of \$72,044.00 per contract year to support the Advocacy Program, Supported Housing Program, and additional COLA, as well as a \$3,143.00 decrease in the Transportation funding under the original Agreement. This Amendment also includes a COLA of \$9,176.00 per contract year. For the three years of the original Agreement, this increase totals \$243,660.00. The amount reflects **68% OMH State Aid Funding, 32% OASAS State Aid Funding, and no County dollars.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.

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

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

Date 7-16-18

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Catholic Charities of the Roman Catholic Diocese of
Syracuse, NY
1408 Genesee Street
Utica, NY 13502

Title of Activity or Service: Psychosocial Club; Transportation Services; Residential
Services

Proposed Dates of Operation: January 1, 2018 through December 31, 2020
(Amendment – OMH State Aid Funding)

Client Population/Number to be Served: Adults with serious and persistent mental illness;
and individuals who are alcohol dependent and require a structured living environment.

Summary Statements

1) Narrative Description of this Amendment of the Original Agreement:

- a. Advocacy Programming – an annual increase of \$12,024.00 in OMH funding.
- b. Transportation – an annual decrease of \$3,143.00 in OMH funding.
- c. Supported/Forensic Housing – an annual increase of \$58,091.00 in OMH funding.
- d. Cost of Living Adjustment (COLA) – an annual increase of \$5,072.00 in OMH funding.
- e. COLA – an annual increase of \$9,176.00 in OASAS funding.

2) Program/Service Objectives and Outcomes: The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing: The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

Total Funding Requested: \$4,940,790.00

Account # A4310.49523

Oneida County Dept. Funding Recommendation: \$4,940,790.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$4,940,790.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This Amendment includes additional \$72,044.00 in OMH State Aid funding, per year, to support the Advocacy Program, Supported Housing Program, and additional COLA. There is also a \$3,143.00 decrease in the Transportation funding included in this total. The three year total of this additional OMH funding is \$216,132.00. Additionally, there is a \$9,176.00 COLA from OASAS, per year. The total increase in the contract, with all additional and decreased funding, totals \$243,660.00 for three years.

68% OMH State Aid Funding = \$3,344,421.00 per contract term

32% OASAS State Aid Funding = \$1,596,369.00 per contract term

AMENDMENT

THIS AMENDMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and CATHOLIC CHARITIES OF THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, N.Y., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 1408 Genesee Street, Utica, New York 13502, hereinafter referred to as the "Provider Agency."

WITNESSETH

WHEREAS, the County and the Provider Agency entered into an agreement whereby the Provider Agency provides mental health services to Oneida County residents, hereinafter referred to as the "Original Agreement" (County contract no. 22621), a copy of which is attached hereto as Exhibit "B." The Original Agreement is in effect from January 1, 2018 through December 31, 2020; and

WHEREAS, since the execution of the Original Agreement, the New York State Office of Mental Health, hereinafter referred to as "OMH," has provided an increase in annual funding of \$72,044.00, which amount is divided as follows: an increase of \$12,024.00 for the Provider Agency to provide services under its Advocacy program; an increase \$58,091.00 for the Provider Agency to provide Supported Housing Rental & Community Services; a Cost of Living Adjustment (COLA) for the Provider Agency in the amount of \$5,072.00; and a decrease of \$3,143.00 in funding for transportation provided by the Provider Agency; and

WHEREAS, since the execution of the Original Agreement, the New York State Office of Alcoholism and Substance Abuse Services, hereinafter referred to as "OASAS," has provided a COLA for the Provider Agency in the amount of \$9,176.00; and

WHEREAS, the parties desirous of entering into an amendment of the Original Agreement regarding the following provisions,

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. Section 3 of the Original Agreement shall be replaced with the following language:

For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Four Million Nine Hundred Forty Thousand Seven Hundred Ninety Dollars and no cents (\$4,940,790.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an

Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
2. Appendix A of the Original Agreement, which is the Provider Agency's contract shall be replaced with the Appendix A that is attached hereto and made a part hereof.
3. All other terms of the Original Agreement shall remain in effect without change or alteration.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider Agency have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 7/5/18
Robin E. O'Brien
Commissioner, Department of Mental Health

CATHOLIC CHARITIES OF THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, N.Y.

By: [Signature] _____ Date 6/28/18
Dennis Webster
President, Board of Directors

By: Denise Cavanaugh _____ Date 6/20/18
Denise Cavanaugh
Executive Director

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

| CATHOLIC CHARITIES | | TOTAL THREE YEAR BUDGET: \$ | | 4,940,790.00 | |
|---------------------|-----------------|-----------------------------|-----------------|------------------|-----------------|
| APPENDIX A | | APPENDIX A | | APPENDIX A | |
| YEAR | 2018 | YEAR | 2019 | YEAR | 2020 |
| OMH: | \$ 1,114,807.00 | OMH: | \$ 1,114,807.00 | OMH: | \$ 1,114,807.00 |
| OASAS: | \$ 532,123.00 | OASAS: | \$ 532,123.00 | OASAS: | \$ 532,123.00 |
| OPWDD: | - | OPWDD: | - | OPWDD: | - |
| COUNTY: | - | COUNTY: | - | COUNTY: | - |
| ANNUAL TOTAL: | \$ 1,646,930.00 | ANNUAL TOTAL: | \$ 1,646,930.00 | ANNUAL TOTAL: | \$ 1,646,930.00 |
| OMH: | | | | | |
| JAN - JUN VOUCHERS: | \$ 86,896.00 | MONTHLY VOUCHER: | \$ 86,896.00 | MONTHLY VOUCHER: | \$ 86,896.00 |
| JUL - NOV VOUCHERS: | \$ 98,905.00 | | \$ 98,905.00 | | \$ 98,905.00 |
| LAST VOUCHER: | \$ 98,906.00 | LAST VOUCHER: | \$ 98,906.00 | LAST VOUCHER: | \$ 98,906.00 |
| OASAS: | | | | | |
| MONTHLY VOUCHER: | 43,578.00 | | 43,578.00 | | 43,578.00 |
| LAST VOUCHER: | 43,589.00 | | 43,589.00 | | 43,589.00 |
| AMENDMENT | | AMENDMENT | | AMENDMENT | |
| OASAS COLA | 9,176.00 | | 9,176.00 | | 9,176.00 |
| | - | | \$ - | | \$ - |
| | - | | \$ - | | \$ - |
| | - | | \$ - | | \$ - |
| | - | | \$ - | | \$ - |
| ADJUSTED TOTAL: | \$ 1,646,930.00 | ADJUSTED TOTAL: | \$ 1,646,930.00 | ADJUSTED TOTAL: | \$ 1,646,930.00 |

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Catholic Charities of the Roman Catholic Diocese of Syracuse, N.Y., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having an office in Oneida County located at 1408 Genesee Street, Utica, New York 13502, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department";

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide Social Recreation and Psychosocial Club for adults meeting New York State Office of Mental Health (OMH) criteria for serious and persistent mental illness;
 - b. Provide transportation services to individuals meeting OMH criteria for serious and persistent mental illness to attend a variety of local mental health programs;
 - c. Provide Supported Housing services for Regular and Long Stay Housing. The Provider Agency shall seek to enhance the quality of life for individuals meeting OMH criteria, which include but not limited to those who are aged 18 and older, and who find themselves homeless, at risk of homelessness or in substandard housing or environment. The services provided will include either:
 - i. One-time financial assistance to eligible individuals to meet costs associated with establishing and maintaining a residence in the community; or

- ii. On-going rental stipends until the consumer's acquisition of funding pursuant to Section 8 of the Housing Act of 1937, commonly referred to as "Section 8 Housing."
 - d. Provide sixteen (16) men's beds and sixteen (16) women's beds for supervised Chemically Dependent Community Residences, which the Provider Agency shall operate 24 hours/day, 7 days/week. The program will provide case management, service planning, trainings in activities of daily living, supportive counseling, information & referral to community services, financial management, and discharge planning.
 - e. Provide rapid and intense services to homeless individuals suffering from both mental illness and substance abuse through the Mentally Ill/Chemical Abuse Rapid Engagement Homeless Assistance Team (MICA REHAT) Housing Program. Services provided by this program shall include the following: Psycho-social assessment; counseling to support a drug-free lifestyle and relapse prevention; education about substance abuse; case management and case coordination; advocacy; resource management; and community referrals.
 - f. Provide fifteen (15) Transformations Supported Housing beds, which beds shall be designated for individuals with serious mental illness who meet at least one of the high need eligibility criteria established by OMH. The County shall determine which individuals meet said criteria and refer such individuals to the Provider Agency.
 - g. Provide four (4) Forensic Supported Housing beds, which beds shall be designated for individuals with serious mental illness who have recently been released from prison. The County shall determine which individuals meet the criteria for Forensic Support Housing and refer such individuals to the Provider Agency.
3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Four Million Six Hundred Ninety-Seven Thousand One Hundred Thirty Dollars and no cents (\$4,697,130.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18.

Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

- a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any

conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

- h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.

- e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or

corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of

termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

- c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.

- a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:

A. The Provider Agency will only access confidential information for which there is a need to know; and

B. The Provider Agency will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized; and

C. The Provider Agency will not misuse confidential information or carelessly handle confidential information.

ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.

iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this

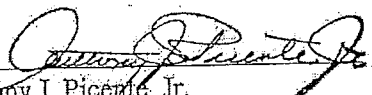
Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.


- iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
 - a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
 18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
 19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
 20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
 21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

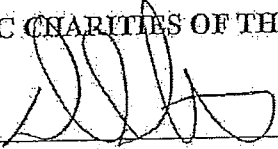
IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

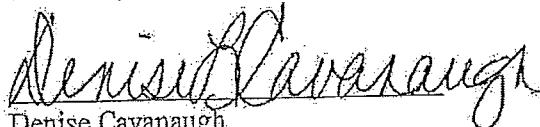
COUNTY OF ONEIDA

By:  4/17/18
 Anthony J. Picente, Jr.
 Oneida County Executive
 Date

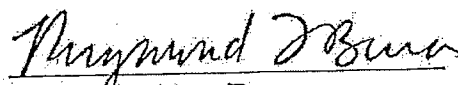
By:  11/17/17
 Robin E. O'Brien
 Commissioner, Department of Mental Health
 Date

CATHOLIC CHARITIES OF THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, NY

By:  11/16/17
 Dennis Webster
 President, Board of Directors
 Date

By:  11/16/17
 Denise Cavanaugh
 Executive Director
 Date

Approved

By: 
 Raymond F. Bara, Esq.
 Assistant County Attorney

| CATHOLIC CHARITIES | | TOTAL THREE YEAR BUDGET: \$ | | 4,697,130.00 |
|--------------------|-----------------|-----------------------------|-----------------|--------------|
| APPENDIX A | | | | |
| YEAR | 2018 | 2019 | 2020 | |
| OMH: | \$ 1,042,763.00 | \$ 1,042,763.00 | \$ 1,042,763.00 | |
| OASAS: | \$ 522,947.00 | \$ 522,947.00 | \$ 522,947.00 | |
| OPWDD: | - | - | - | |
| COUNTY: | - | - | - | |
| ANNUAL TOTAL: | \$ 1,565,710.00 | \$ 1,565,710.00 | \$ 1,565,710.00 | |
| MONTHLY VOUCHER: | \$ - | \$ - | \$ - | |
| LAST VOUCHER: | \$ - | \$ - | \$ - | |
| AMENDMENT | | | | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| ADJUSTED TOTAL: | \$ 1,565,710.00 | \$ 1,565,710.00 | \$ 1,565,710.00 | |

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default;
- and

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

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

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

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

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 18-299

July 26, 2018

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the 2018 Purchase of Services Agreement between Oneida County, through its Department of Mental Health, and **Central New York Services, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators for further action.

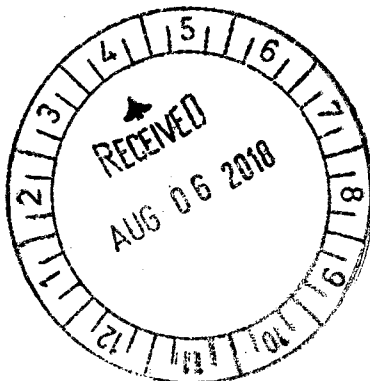
The Agreement begins on **January 1, 2018 and ends on December 31, 2018.** The total funding one time amount for this period will be **\$115,762.00** as a result of remaining 2017 Methadone Maintenance funding rollover. The amount reflects 100% OASAS State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Robin E. O'Brien
Commissioner

REO/ts
Encs.



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 8-6-18

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Central New York Services, Inc.
518 James Street, Suite 240
Syracuse, NY 13203

Title of Activity or Service: Opioid Treatment Program (OTP) Start-Up

Proposed Dates of Operation: January 1, 2018 through December 31, 2018

Client Population/Number to be Served: Individuals in need of recovery assistance from substance abuse.

Summary Statements

1) Narrative Description of Proposed Services

Operate a licensed opioid treatment program that assists in the recovery efforts of individuals struggling with substance abuse, specifically opioids

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to support individuals to help them achieve and maintain the most independent level of functioning possible.

3) Program Design and Staffing

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested: \$115,762.00 **Account #**A4310.49519

Oneida County Dept. Funding Recommendation: \$115,762.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State funds 100%

Cost Per Client Served: (N/A)
Past Performance Data: (N/A)

O.C. Department Staff Comments: This contract reflects a one time OASAS funding of \$115,762.00 for the remaining OTP Start Up funding; unused rollover funds from 2017.
The total budget reflects: 100% OASAS Funding

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Central New York Services, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 518 James Street, Suite 240, Syracuse, New York 13203, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County to enter into a series of agreements which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. Term

The term of this Agreement shall be from January 1, 2018 through December 31, 2018 or until terminated according to the termination requirements contained within this Agreement.

2. Responsibilities of the Provider Agency

- a. The Provider Agency shall operate a licensed opioid treatment program that assists in the recovery efforts of individuals struggling with substance abuse, specifically opioids, in accordance with the following standards:
 - i. Each employee working in a Opioid Treatment Program (OTP) should have a specific and detailed job description that outlines the duties assigned to the position, qualifications required to enter into the position, and training and performance standards required to remain in the position;
 - ii. Before providing care to patients, employees should receive initial education that is specific to the medication-assisted treatment(s) used in the OTP and tailored to the patient populations served;

- iii. Each employee engaged in the treatment of opioid addiction must have sufficient credentials that include education, training, and experience, or any combination thereof, to enable that employee to perform the assigned functions. All physicians, nurses, and other licensed professional care providers, including addiction counselors, must comply with the credentialing requirements of their respective professions;
- iv. Provide Integrated Dual Disorder Treatment (IDDT), healthcare and vocational rehabilitation;
- v. Develop a Community Relations and Education Plan which shall include a Community Relations Committee to address community concerns, provide problem solving, education, continued safety and integration of the program into the community;
- vi. Employ a Psychiatric Nurse Practitioner to provide and guide treatment for those suffering from mental illness;
- vii. Use evidence based treatment modalities such as IDDT, cognitive-behavioral therapy (CBT), Dialectical Behavioral Therapy (DBT) and Wellness Recovery Action Plan (WRAP) to provide such services as individual, group, and family counselling and education on wellness, stress management, recovery and resiliency;
- viii. Partner with a local Care Coordination provider for an Outreach Specialist to be embedded in the OTP. The Outreach Specialist will provide education to employees on Health Home services, eligibility, and assist with the completion of referrals if the individual is interested;
- ix. Continued employee training and provide a copy of annual employee trainings to Oneida County Department of Mental Health with an updated employee roster;
- x. Advise Oneida County Department of Mental Health of any and all incidents that disrupt services;
- xi. Provide Oneida County Department of Mental Health with a copy of your emergency plan;
- xii. For all new employees forward copies of resume and credentials to Oneida County Department of Mental Health within fourteen days of hire;
- xiii. Yearly performance evaluations will be performed and sent to Oneida County Department of Mental Health along with a current copy of staff credentials/license.

3. Reimbursement

- a. For the services provided, the County shall reimburse the Provider Agency a maximum of one hundred fifteen thousand seven hundred sixty-two dollars and no cents (\$115,762.00) during the

term of this Agreement. This shall include, but not be limited to, travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

- i. The total amount stated above may be changed by New York State (hereinafter the "State") on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
- b. The County will make State Aid Payments either monthly or quarterly based on payments made to the County by the State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
- c. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the Agreement period. Should any expenses be disapproved in a post-audit by the State or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

4. Local Plan

The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

5. Performance of Services

- a. The Provider Agency represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Provider Agency shall use its best efforts to perform the services such that the results are satisfactory to the County. The Provider Agency shall be solely responsible for determining the

location, method, details and means of performing the services, except where federal, State or local laws and regulations impose specific requirements on performance of the same.

- b. The Provider Agency may, at their own expense, employ or engage the services of such employees as the Provider Agency deems necessary to assist in performing the services. The Provider Agency employees are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the employees with any salary or benefits. The Provider Agency shall be solely responsible and shall remain liable for the performance their employees in a manner satisfactory to the County, in compliance with any and all applicable federal, state or local laws and regulations. The Provider Agency shall expressly advise their employees of the terms of this Agreement.
- c. The Provider Agency acknowledges and agrees that the Provider Agency and their employees have no authority to enter into agreements that bind the County or create obligations on the part of the County without the prior written authorization of the Count.

6. Independent Contractor Status.

- a. It is expressly agreed that the relationship of the Provider Agency and its employees to the County shall be that of Independent Contractors. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Provider Agency and its employees, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. The Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Provider Agency shall not be eligible for compensation from the County due to:
 - i. illness;
 - ii. absence due to normal vacation;
 - iii. absence due to attendance at school or special training or a professional convention or meeting.
- d. The Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

- e. The Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's or its employees' Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. Record Keeping and Reporting Requirements

- a. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or other license or certification, to individuals involved in the State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.
- b. The Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - i. Office of Persons with Developmental Disabilities (OPWDD) Budgets for the current year is required to be received by the County by February 1st.

- ii. Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims for the prior year are required to be received by the County by April 15th.
 - iii. Pre-Approved 30-day OMH Consolidated Fiscal Report (CFR) Extension Requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - iv. OMH, OASAS and OPWDD (Full) Audited CFR for the prior year that do not have a pre-approved 30-day extension(OMH only)are required to be received by the County by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - v. Fully Audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - vi. OASAS Mid-Year Claim for the current year is required to be received by the County by August 15th.
 - vii. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - viii. OMH CBRs for the current year are required to be received by the County by October 15th.
 - ix. The Provider Agency is only responsible for reporting to the State agency or agencies that provide the funding for this Agreement.
 - x. The Provider Agency shall comply with the County's Agreement monitoring, which will include Agreement compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure Agreement compliance.
- c. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- i. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - ii. Accounting System & Financial Capability Questionnaire (where applicable).
 - iii. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.

- iv. Annual Audit and Financial Reports.
 - v. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.
- d. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.

8. Compliance

The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and State departments other than OMH, OASAS, and OPWDD may promulgate these rules and regulations.

9. Indemnification and Insurance

- a. The Provider Agency agrees to defend, indemnify and save harmless the County from any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.
- b. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per

occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employer's Liability insurance at the statutory limits in the State. The County of Oneida shall be named as an "Additionally Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all types of insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

- c. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

10. Termination

- a. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - i. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - ii. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - iii. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State shall govern this Agreement and jurisdiction and venue shall lie within the State.

11. Confidential Information

- a. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

- i. It is expressly understood that as a Provider Agency for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

- ii. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

1. They will use confidential information only as needed to perform the duties outlined in the "Responsibilities of the Provider Agency" above for the Oneida County Department of Mental Health and the SPOA/A program. This means, among other things, that:

- a. The Provider Agency will only access confidential information for which there is a need to know; and

- b. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and

- c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.

- iii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.

- iv. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

- v. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any

privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

- vi. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
- vii. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.
- viii. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of State Law and/or regulations.
 - 1. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - a. "This information has been disclosed to you from confidential records, which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

12. Miscellaneous

- a. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
- b. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any

licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

- c. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
- d. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
- e. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Conditions Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS THEREOF, the County and the Provider Agency have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

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

Date

By: Robin E. O'Brien
Robin E. O'Brien
Commissioner, Department of Mental Health

07/31/2018
Date

CENTRAL NEW YORK SERVICES, INC.

By: John J. Warren
John J. Warren
Executive Director

7/31/18
Date

Approved

By: _____
Maryangela Scalzo, Esq.
Assistant County Attorney

| CNY SERVICES - METHADONE MAINTENANCE | |
|--------------------------------------|---------------|
| APPENDIX A - CONTRACT BUDGET | |
| YEAR | 2018 |
| OMH: | |
| OASAS-Meth Maint: | \$ 115,762.00 |
| OASAS: | \$ - |
| OPWDD: | \$ - |
| COUNTY: | \$ - |
| ANNUAL TOTAL: | \$ 115,762.00 |
| OMH | |
| MONTHLY VOUCHER: | \$ - |
| LAST VOUCHER: | \$ - |
| OASAS | |
| MONTHLY VOUCHER: | \$ 9,646.00 |
| LAST VOUCHER: | \$ 9,656.00 |
| AMENDMENT | |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| ADJUSTED TOTAL: | \$ 115,762.00 |

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

July 27, 2018

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

FN 20 18-300

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the 2018-2020 Purchase of Services Agreement between Oneida County, through its Department of Mental Health, and **Central New York Services, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators for further review.

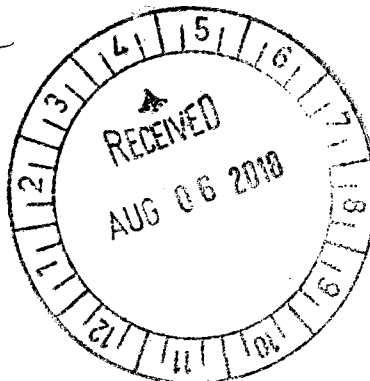
The Agreement begins on **January 1, 2018** and ends on **December 31, 2020**. The total funding for this period will be **\$4,546,923.00**: \$1,515,641.00 for 2018; \$1,515,641.00 for 2019; and \$1,515,641.00 for 2020. The amount reflects 100% OMH State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Robin E. O'Brien
Commissioner

REO/ts
Encs.



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

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

Date 8-6-18

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Central New York Services, Inc.
518 James Street, Suite 240
Syracuse, NY 13203

Title of Activity or Service: Outreach – Court/Jail
Transition Management
Advocacy
Mentally Ill Chemical Abuse Network (MICA)
Shelter Plus Care

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Adults and Children with a serious and persistent mental illness who are in, entering, or exiting the criminal justice system.

Summary Statements

1) Narrative Description of Proposed Services:

a. Outreach Court/Jail Forensic Evaluation Unit

Courts refer individuals for services, including: screening, case planning, employment services, monitoring, CPL 730 evaluations, Medication Grant Program and Adult Single Point of Access and Accountability for care coordination and residential services.

b. Transitional Management Services

Provides initial referral and linkage to appropriate treatment services, including employment training, support and readiness for inmates upon their discharge from jail.

c. Advocacy

Provides initial referral and linkage to treatment and employment training for inmates upon their discharge from jail.

d. Mentally Ill Chemical Abuse Network (MICA)

Treatment that addresses all of the disability issues concurrently, sustaining the individual through the inevitable short-term setbacks and providing case management support and advocacy for the dually diagnosed person.

e. Shelter Plus Care

Support 240+ persons and their families with housing to help ensure continuing participation in treatment, employment and other services aiding in their recovery from substance abuse.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested: \$4,546,923.00

Account #A4310.49519

Oneida County Dept. Funding Recommendation: \$4,546,923.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% State funded

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: 9.5% OASAS State Aid / 90.5% OMH State Aid

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Central New York Services, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 518 James Street, Suite 240, Syracuse, New York 13203, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - A. Coordinate Criminal Procedure Law (CPL) article 730 evaluations (fitness to proceed), the Adult Single Point of Access and Accountability (ASPOAA) process, and administer the Medication Grant Program as defined by New York State Office of Mental Health ("OMH");
 - B. Coordinate the Mentally Ill Chemically Addicted ("MICA") network to ensure that MICA Consumers have access to housing, treatment, peer support/self-help, alcohol/substance abuse services, and case management. The MICA network will include but not be limited to residential capacity, case management, psycho-social capacity, enhancement of treatment capacity, self-help, peer leadership/peer specialist/peer case management, and linkages to drug and alcohol providers;

- C. Coordinate the Shelter Plus Care program designed to maintain stable housing for low-income individuals with substance abuse and/or mental health diagnoses. Shelter Plus Care shall provide case management services including an Individualized Service Plan (“ISP”) and monthly home visits. Participants must be actively engaged in treatment programs and will be linked to further community supports, as well as Section 8 housing. Shelter Plus Care assists the recovery process by ensuring housing is maintained through monthly rental subsidies and security deposits as needed.
- D. Coordinate Forensic Case Management (“FCM”) specifically designed for individuals who are pending release or newly released from incarceration (County or state level), who have had a criminal charge within the last year or those that are at imminent risk of incarceration who do not have established case services provided. FCM will work to give participants enhanced opportunities and access to community services that may prevent/reduce likelihood of criminal recidivism. FCM services shall include: intake, assessing needs and service planning, referral to appropriate community based service providers, and encouragement of compliance with service regimens and monitor/communicate provide assistance with attaining resources from a variety of community agencies. Referrals can be made from specialty courts such as, Drug Court, Mental Health Court, Correctional Facilities with those inmates who will be housing in Oneida County, hospitals, and other community service providers;
- E. Coordinate the Forensic Evaluation Unit (FEU) as an alternative-to-incarceration / diversion program for adults who are involved in the Oneida County criminal justice system and are struggling with mental illness, chemical dependency, intellectual or developmental disabilities, or other behavioral health challenges. FEU shall provide assessment and case management services in partnership with participants, courts, attorneys, and area providers.
 - I. All Case Managers must be a CASAC, and/or MSW/MHC working towards licensure within six months from the date of hire. Upon new hire Provider Agency shall submit copies of employees resume and credentials to Oneida County Department of Mental Health. Employees should be skilled in assessments and appropriate referral management. All employees will have adequate supervision provided by an appropriate licensed clinician. Yearly performance evaluations will be provided and sent to Oneida County Department of Mental Health along with a current copy of employee credentials/license.
 - II. Annual training shall be provided to case managers as follows:
 - i. Suicide Prevention training which should include initial training and annual review training for all staff focusing on predisposing factors; high-risk suicide periods; warning signs and symptoms; and referral process when suicide concerns are identified;

- ii. Trauma-Informed Care training which should identify trauma and related symptoms, train staff regarding the impact of trauma and implement an approach that minimizes the risk of re-traumatization;
- iii. Mental Health First Aid – shall increase Case Manager knowledge of signs, symptoms, and risk factors of mental illnesses and addictions;
- iv. Copies of all annual training certificates must be sent to the Department of Mental Health to be kept on file to ensure continuing education is being completed.

III. Case Managers are expected to:

- i. Appropriately assess and refer their clients to necessary mental health and/or substance abuse treatment along with other specific services if necessary;
- ii. Have knowledge of the different systems their clients are associated with to assist with navigation;
- iii. Compile a brief psycho-social assessment to be presented to the referring Judge;
- iv. Develop a care plan and monitor the progress and barriers of the clients by means of documented phone calls and letters to the client and assigned providers;
- v. Present timely regular and ongoing comprehensive reports to FEU and the referring Judge which specifically detail the client's compliance and/or non-compliance of treatment/services. These reports will also convey specific details of the client's productivity, disruptions, and milestones accomplished (i.e.-employment, school, financial, living environment, spiritual, and social relationships);
- vi. Be present in court when their clients present before the referring Judge to answer questions and/or provide advocacy;
- vii. Provide FEU and the referring Judge with a discharge plan upon completion of the court ordered programming detailing the individual's progress/barriers and continued relationship with community providers.

- F. Coordinate the Forensic Mental Health (FMH) Unit that provides comprehensive FMH programs within the 600 bed Oneida County Correctional Facility. Programs shall include assessments, suicide prevention, adjustment monitoring, medication management, and discharge planning;

- I. All employees working with inmates must be a MSW/MHC working towards licensure within six months from the date of hire. The Provide Agency shall submit copies of new hire resumes and credentials within fourteen days of hire. Yearly performance evaluations shall be sent to Oneida County Department of Mental Health and include a current copy of employee credentials/license. The provider Agency's Staff should be skilled in assessments and crisis interventions. All staff shall have adequate supervision provided by an appropriate licensed clinician;

- II. All staff shall have:
 - i. Knowledge of individual and group counseling techniques;
 - ii. Knowledge of counseling and guidance tools and techniques;
 - iii. Knowledge of the operations of a correctional facility;
 - iv. Knowledge of methods of alleviating social, psychological, and environmental problems which are unique to the correctional setting;
 - v. Knowledge of correctional facility custody rules, regulations, and procedures;
 - vi. Knowledge of psychological and social problems in a correctional setting;
 - vii. Knowledge of correctional treatment and rehabilitation programs;
 - viii. Knowledge of the goals and objectives of correctional treatment services;
 - ix. Knowledge of the underlying theories and techniques of social work as it relates to prisoners;
 - x. Ability to apply current methods in the development of treatment/care plans for prisoners;
 - xi. Ability to obtain and evaluate pertinent information from interviews with prisoners or prisoners' families.

- III. Continued annual staff training shall include:
 - i. Suicide Prevention Training – shall include initial training and annual review training for all staff focusing on predisposing factors; high-risk suicide periods; warning signs and symptoms; and referral process when suicide concerns are identified;

- ii. Trauma-informed Care – shall train staff on how identify trauma and related symptoms, train staff regarding the impact of trauma and implement an approach that minimizes the risk of re-traumatization;
 - iii. Mental Health First Aid – shall grow staff knowledge of signs, symptoms and risk factors of mental illnesses and addictions.
- IV. Provider Agency staff shall have knowledge of and implement proper therapeutic techniques for the correctional setting:
 - i. Cognitive Behavioral Therapy (CBT)
 - ii. Moral Reconciliation Therapy (MRT)
 - iii. Combination of CBT and Behavioral Therapy
 - iv. Practical and Cultural Education Center (PACE)
 - v. Aggression Replacement Training (ART)
 - vi. Reasoning and Rehabilitation
 - vii. Relapse Prevention Therapy (RPT)
 - viii. Dialectical Behavior Therapy (DBT)
- V. The Provider Agency shall provide weekly groups in regards to mental illness, anger management, stress management, coping skills, poor impulse control, interpersonal conflicts, etc.;
- VI. The Provider Agency shall use an approved screening tool for suicide risk using Suicide Prevention Guidelines. The FMH unit shall adopt and implement an evidence based suicide screening tool for the jail population (within two months). This is to be used at the time of booking into Oneida County Correctional Facility and throughout the inmate's stay if he/she displays signs of depression or expresses suicidal thoughts/ideation;
- VII. Treatment/Care Planning: the Provider Agency shall develop and implement a treatment/care plan with inmates that are willing to address and work on their mental health needs. This plan shall be developed with the inmate to support his/her health and well-being while incarcerated with the goal of him/her returning to the community with a healthier state of mind and body;
- VIII. Discharge/Re-entry Services: the Provider Agency clinicians should have knowledge of community resources in order to make appropriate referrals. The Provider Agency shall

complete an approved risk and need assessment and use the information to assist the inmate with obtaining linkage to identified services. Services may include, but are not limited to:

- i. Mental Health/Medical Services
- ii. Housing Assistance
- iii. Emergency Services
- iv. Vocational/Educational Services
- v. Transportation
- vi. Department of Social Services
- vii. Case Management Services

IX. The Provider Agency shall develop an individualized plan of care for individuals who are identified as high risk. This plan shall be used as part of the individual's continuum of care upon community re-entry;

X. The Provider Agency shall provide a discharge summary of mental health concerns such as suicide risk and danger to self and others for inmates being transferred to state or any other facility.

3. For the services provided, the County shall reimburse the Provider Agency a maximum of Four Million Five Hundred Forty-Six Thousand Nine Hundred Twenty-Three Dollars and No Cents (\$4,546,923.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

A. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.

4. The County shall make State Aid Payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.
 - A. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Provider Agency and its employees, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

 - B. The Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Provider Agency and the County agree that the Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

 - C. The Provider Agency shall not be eligible for compensation from the County due to
 - I. illness;

 - II. absence due to normal vacation;

 - III. absence due to attendance at school or special training or a professional convention or meeting.

 - D. The Provider Agency acknowledges and agrees that neither the Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

 - E. The Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's form of business organization, and with respect to its employees, including payroll

deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- F. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's or its employees' Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - H. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health ("OMH") Assisted Outpatient Treatment ("AOT") Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.
8. In the event that New York State or the County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or New York State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th) a Quarterly Financial

Analysis, Performance Analysis, and Service Utilization Report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:

- A. Office of Persons with Developmental Disabilities (OPWDD) Budgets for the current year is required to be received by the County by February 1st.
 - B. Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims for the prior year are required to be received by the County by April 15th.
 - C. Pre-Approved 30-day OMH Consolidated Fiscal Report (CFR) Extension Requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - D. OMH, OASAS and OPWDD (Full) Audited CFR for the prior year that do not have a pre-approved 30-day extension(OMH only)are required to be received by the County by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - E. Fully Audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - F. OASAS Mid-Year Claim for the current year is required to be received by the County by August 15th.
 - G. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - H. OMH CBRs for the current year are required to be received by the County by October 15th.
 - I. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - J. The Provider Agency shall comply with the County's Agreement monitoring, which will include Agreement compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure Agreement compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- A. Disaster Response Plan. In addition the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.

- B. Accounting System & Financial Capability Questionnaire (where applicable).
 - C. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - D. Annual Audit and Financial Reports.
 - E. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than OMH, OASAS, and OPWDD may promulgate these rules and regulations.
 12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of the Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.
 13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employer's Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an

"Additionally Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all required types of insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - A. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - B. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - C. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.
 - A. It is expressly understood that as a Provider Agency for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information

will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

- B. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
- I. They shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the SPOA/A program. This means, among other things, that:
 - i. The Provider Agency shall only access confidential information for which there is a need to know; and
 - ii. The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - iii. The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
 - II. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - III. The Provider Agency shall report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities shall be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - IV. The Provider Agency understands that the obligations under this Agreement shall continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - V. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency shall safeguard the confidentiality of all confidential information.
 - VI. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood

that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.

17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.
 - A. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - I. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment shall be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

July 27, 2018

FN 20 18 30 1

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the 2018-2020 Purchase of Services Agreement between the Oneida County, through its Department of Mental Health, and **Central New York Services, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators for further action.

The Agreement begins on **January 1, 2018 and ends on December 31, 2020.** The total funding for this period will be **\$99,708.00**; \$33,236.00 for 2018; \$33,236.00 for 2019; and \$33,236.00 for 2020. The amount reflects 100% OMH State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 8-6-18

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Central New York Services, Inc.
518 James Street, Suite 240
Syracuse, NY 13203

Title of Activity or Service: Assertive Community Treatment (ACT)

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Individuals receiving Case Management

Summary Statements

1) Narrative Description of Proposed Services

Administer Service Dollars to the Oneida County Assertive Community Treatment (ACT) Team located at Mohawk Valley Psychiatric Center and process requests for funds. Service Dollars are to be used for emergency and non-emergency service purposes and are solely as payment of last resort. ACT Service Dollars may only be used on recipients receiving Blended Case Management (BCM), Intensive Case Management (ICM), Supported Case Management (SCM) or ACT Services and cannot be used for any other purpose.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible.

3) Program Design and Staffing

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested: \$99,708.00

Account #A4310.49519

Oneida County Dept. Funding Recommendation: \$99,708.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State funds 100%

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: The total budget reflects 100% OMH Funding

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Central New York Services, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 518 James Street, Suite 240, Syracuse, New York 13203, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - A. Administer Service Dollars to the Oneida County Assertive Community Treatment (ACT) Team located at Mohawk Valley Psychiatric Center and process requests for funds.
 - i. Service Dollars are to be used for emergency and non-emergency service purposes and are to be used as payment of last resort.
 - ii. ACT Service Dollars may only be used on recipients receiving Blended Case Management (BCM), Intensive Case Management (ICM), Supported Case Management (SCM) or ACT Services and cannot be used for any other purpose.
3. For the Services provided, the County shall reimburse the Provider Agency a maximum of Ninety-Nine Thousand Seven Hundred Eight Dollars and No Cents (\$99,708.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon

submission of an Oneida County Voucher to the Department of Mental Health. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

- A. The total amount stated above may be changed by New York State (hereinafter the "State") on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make State Aid Payments either monthly or quarterly based on payments made to the County by the State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - A. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Provider Agency and its employees, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - B. The Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Provider Agency and County agree that the Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - C. The Provider Agency shall not be eligible for compensation from the County due to
 - i. illness;

- ii. absence due to normal vacation;
 - iii. absence due to attendance at school or special training or a professional convention or meeting.
 - D. The Provider Agency acknowledges and agrees that neither the Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - E. The Provider Agency shall be solely responsible for applicable taxes for all compensation paid to the Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - F. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's or its employees' Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - H. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or other license or certification, to individuals involved in the State Office of Mental Health ("OMH") Assisted Outpatient Treatment ("AOT") Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.

8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - A. Office of Persons with Developmental Disabilities (“OPWDD”) Budgets for the current year is required to be received by the County by February 1st.
 - B. Office of Alcoholism and Substance Abuse Services (“OASAS”) Estimated Claims for the prior year are required to be received by the County by April 15th.
 - C. Pre-Approved 30-day OMH Consolidated Fiscal Report (“CFR”) Extension Requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - C. OMH, OASAS and OPWDD (Full) Audited CFR for the prior year that do not have a pre-approved 30-day extension(OMH only)are required to be received by the County by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - E. Fully Audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - F. OASAS Mid-Year Claim for the current year is required to be received by the County by August 15th.
 - G. OASAS Consolidated Budget Report (“CBR”) for the next year is (with scope) required to be received by the County by September 15th.
 - H. OMH CBRs for the current year are required to be received by the County by October 15th.

- I. The Provider Agency is only responsible for reporting to the State agency or agencies that provide the funding for this Agreement.
 - J. The Provider Agency shall comply with the County's Agreement monitoring, which will include Agreement compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure Agreement compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- A. Disaster Response Plan. In addition the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - B. Accounting System & Financial Capability Questionnaire (where applicable).
 - C. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - D. Annual Audit and Financial Reports.
 - E. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of the State other than OMH, OASAS, and OPWDD may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County from any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of the Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on

any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employer's Liability insurance at the statutory limits in the State. The County of Oneida shall be named as an "Additionally Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all required types of insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - A. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - B. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

- C. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.
- A. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
- B. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
- i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and the SPOA/A program. This means, among other things, that:
 - a. The Provider Agency will only access confidential information for which there is a need to know; and
 - b. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

- iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.
- A. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
- i. "This information has been disclosed to you from confidential records, which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

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

Date

By: Robin E. O'Brien
Robin E. O'Brien
Commissioner, Department of Mental Health

07/31/2018
Date

CENTRAL NEW YORK SERVICES, INC.

By: John J. Warren
John J. Warren
Executive Director

7/31/18
Date

Approved

By: _____
Maryangela Scalzo, Esq.
Assistant County Attorney

| CNY SERVICES - ACT | | TOTAL THREE YEAR BUDGET: \$ | | 99,708.00 |
|--------------------|--------------|-----------------------------|--------------|--------------|
| | | | | |
| | | | | |
| | | | | |
| APPENDIX A | | APPENDIX A | | APPENDIX A |
| YEAR | 2018 | YEAR | 2019 | 2020 |
| OMH: | \$ 33,236.00 | OMH: | \$ 33,236.00 | \$ 33,236.00 |
| OASAS: | | OASAS: | | |
| OASAS: | \$ - | OASAS: | \$ - | \$ - |
| OPWDD: | \$ - | OPWDD: | \$ - | \$ - |
| COUNTY: | \$ - | COUNTY: | \$ - | \$ - |
| ANNUAL TOTAL: | \$ 33,236.00 | ANNUAL TOTAL: | \$ 33,236.00 | \$ 33,236.00 |
| OMH | | OMH | | |
| MONTHLY VOUCHER: | \$ 2,769.00 | MONTHLY VOUCHER: | \$ 2,769.00 | \$ 2,769.00 |
| LAST VOUCHER: | \$ 2,777.00 | LAST VOUCHER: | \$ 2,777.00 | \$ 2,777.00 |
| OASAS | | OASAS | | |
| MONTHLY VOUCHER: | \$ - | MONTHLY VOUCHER: | \$ - | \$ - |
| LAST VOUCHER: | \$ - | LAST VOUCHER: | \$ - | \$ - |
| AMENDMENT | | AMENDMENT | | |
| | \$ - | | \$ - | \$ - |
| | \$ - | | \$ - | \$ - |
| | \$ - | | \$ - | \$ - |
| | \$ - | | \$ - | \$ - |
| | \$ - | | \$ - | \$ - |
| | \$ - | | \$ - | \$ - |
| ADJUSTED TOTAL: | \$ 33,236.00 | ADJUSTED TOTAL: | \$ 33,236.00 | \$ 33,236.00 |

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens



Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

July 23, 2018

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

FN 20 18-302

PUBLIC SAFETY

WAYS & MEANS

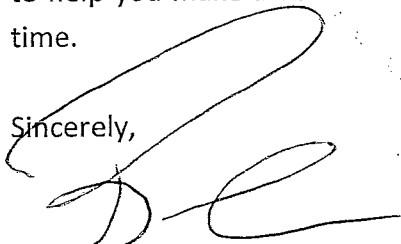
Dear County Executive Picente:

The Sheriff's Office is requesting approval of the attached contract with Holland Patent Central School District. This contract is a reimbursement contract for the 2018-2019 school year and will pay for one (1) Deputy to be stationed full-time as a School Resource Officer at the Holland Patent school campus.

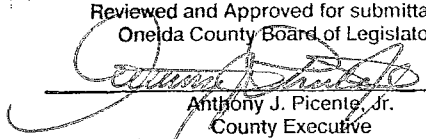
We also request that this contract be used as a template agreement for future use with the following districts: Westmoreland, one (1) SRO; New York Mills, one (1) SRO; Oneida Herkimer Madison BOCES in New Hartford, two (2) SROs; and Madison Oneida BOCES in Verona, two (2) SROs.

If you find the enclosed contract acceptable, I am requesting that you forward this to the Board of Legislators for action. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,


Robert M. Maciol
Sheriff

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


Anthony J. Picente, Jr.
County Executive

Date 8-7-18

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

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

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

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

Oneida County Department: Sheriff's Office

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: X (Revenue) _____

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor:

Holland Patent Central School District
9601 Main Street
Holland Patent, NY 13354

Title of Activity or Service:

School Resource Officer (Master Template for 2018-19)

Proposed Dates of Operation:

September 4, 2018 – June 30, 2019

Client Population/Number to be Served:

Members of the Holland Patent School District

Summary Statements

1) Narrative Description of Proposed Services: This agreement defines the responsibilities and duties of one (1) School Resource Officer (SRO) to be assigned to the Holland Patent School District Campus.

2) Program/Service Objectives and Outcomes: SROs provide students with education and act as positive role models, guiding them toward community activities that prevent delinquency, develop crime prevention programs, offer training in conflict resolution, restorative justice, crime awareness and anger management, and provide security to students and staff.

3) Program Design and Staffing: One (1) full-time School Resource Officer to be assigned to the Holland Patent School campus.

Total Funding Requested: \$64,500.00

Account #: A2735.1 (revenue)

Oneida County Dept. Funding Recommendation: \$64,500.00

Proposed Funding Sources (Federal \$/ State \$/County \$): Holland Patent School District

Cost Per Client Served: N/A

Past Performance Data: This program has worked well in the past, and the district is pleased with the presence of the SRO.

Oneida County Department/Office Staff Comments: Holland Patent School District provides reimbursement to the Sheriff's Office for the cost of the School Resource Officer during the 2018-2019 school year.

AGREEMENT BETWEEN
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,
and
the HOLLAND PATENT CENTRAL SCHOOL DISTRICT

SPECIAL RESOURCE OFFICER INITIATIVE

THIS AGREEMENT, made and entered into, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as the "OCSO," and the Holland Patent Central School District, a political subdivision of the State of New York, with its principal offices located at 9601 Main Street, Holland Patent, New York 13354, hereinafter referred to as the "District" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the District wishes to secure the services of one (1) School Resource Officer (SRO), for the 2018-2019 school year, to serve as law enforcement officer, role model, and as an educational resource to students and families at the District facilities and related District programs; and

WHEREAS, the County, the OCSO, and the District wish to enter into a partnership to provide law enforcement and other appropriate services to the students, staff, and faculty of the District and related District programs; and

WHEREAS, the County, the OCSO and the District agree that the Parties' goals are the following:

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the District;
2. To increase the physical presence of the SRO within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To provide counseling, advice, and education to troubled students and staff within the District; and

WHEREAS, the OCSO has the personnel possessing the requisite skills and expertise to provide such services to the District;

NOW THEREFORE, in consideration of the mutual promises made herein, the County, the OCSO, and the District agree as follows:

1. **Assignment of the SRO.** The OCSO shall assign one (1) uniformed officer as a SRO to serve in the District according to a schedule established by mutual agreement between the OCSO and the District. The SRO will wear the uniforms issued by OCSO, including a sidearm in an authorized holster when appropriate.

2. **Supervision of the SRO.** The SRO will be under the supervision of a designated member of the OCSO Law Enforcement Division and shall coordinate his or her activities at the District with the principal or designee.
3. **Term of Agreement.** This Agreement is effective beginning on September 4, 2018 and expires on June 30, 2019, without notice, unless terminated earlier as provided in this Agreement (the "Term").
4. **Duties of the SRO.** The SRO duties shall be as follows:
 - a. Provide for the security and safety of all students, staff, and visitors;
 - b. Protect school property and maintain order in and around the school site;
 - c. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations, as well as provide education to students and/or staff by way of presentations and consultations;
 - d. Under the supervision of the principal or designee, investigate all crimes and incidents occurring on, and in the vicinity of, school grounds, and provide the appropriate documentation for such investigations;
 - e. Report all violations of law, school rules, regulations, or policies to school administration;
 - f. Enforce New York State laws, rules, and regulations;
 - g. Act as a liaison with police and fire officials;
 - h. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
 - i. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
 - j. Become familiar with all hidden recesses in the building, and check them periodically;
 - k. Become familiar with the Student Code of Conduct, particularly with respect to prohibited items such as cell phones, iPods, wearing of hats, etc., and take required action to enforce the Code of Conduct and/or seize prohibited items;
 - l. Enforce all other provisions of the Code of Conduct;
 - m. Maintain post integrity, be highly visible at all times, and refrain from unnecessary fraternization with other officers/employees;
 - n. Report for duty in a timely manner, and if unable to work, give prior notification to the District and the OCSO to ensure that a substitute or other arrangements have been made to maintain a uniformed presence by the OCSO at the District;
 - o. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
 - p. Act as a mentor to students by maintaining a casual relationship while simultaneously attempting to develop a rapport with students;
 - q. Develop a common working relationship with the staff of the District;
 - r. Report directly to the principal or his or her designee;
 - s. When requested, participate in meetings with school officials, parents or the Board of Education to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
 - t. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the OCSO;

- u. Be subject to all other personnel policies and practices of the OCSO except as such policies or practices that may have to be modified to comply with the terms and conditions of this Agreement;
 - v. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots; and
 - w. Meet all of the obligations above without discriminating on the basis of race, color, sex, national origin, or membership in any other protected class.
5. **OCSO Responsibilities.** The OCSO further agrees as follows:
- a. To provide an SRO who:
 - i. Possesses a minimum of forty (40) hours of specialized SRO training;
 - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - iii. Demonstrates:
 - A. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - B. The ability to relate to youth, especially the “at risk” and “special needs” populations;
 - C. A working knowledge of social service providers and other community justice and school resources;
 - D. An ability to identify, analyze, and recommend solutions to complex behavioral and social problems; and
 - E. A genuine interest in at-risk youth;
 - iv. Meets all education and experience requirements as set forth by Oneida County and New York State.
 - b. To ensure the SRO or their substitute spends an average of thirty-five (35) hours per week on-site at the District’s facilities between September and June when school is in session;
 - c. To submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus;
 - d. To submit vouchers to the District for services rendered; and
 - e. To cooperate with the District to implement the SRO program with the least possible disruption to the educational process.
6. **District’s Responsibilities.** The District’s responsibilities under this program are as follows:
- a. To implement the SRO program in accordance with guidelines established herein by the Parties;
 - b. To designate an employee as the School Representative through which day-to-day business contact will be conducted with the SRO;
 - c. To provide the SRO with full access to school facilities, personnel, and students;
 - d. To ensure that school personnel, Board of Education members, students, and parents are informed of the duties and presence of the SRO on campus;
 - e. To provide time and appropriate space for the SRO to conduct approved staff, student, and parent training;
 - f. To provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program;

- g. To evaluate the program and administer an annual assessment of the partnership and program; and
- h. To make recommendations and program adjustments as appropriate.

7. **Confidentiality and Disclosure of Records.**

- a. Confidentiality. The County, the OCSO, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, the OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addenda A-2 are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.
- c. HIV-Related Information.
 - i. Non Discrimination. The OCSO, the County, the assigned SRO and any substitute SRO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection from an HIV-related test. It is agreed that the OCSO, and any member of the OCSO staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
 - ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:
“This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”
- d. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

8. **Requirements of New York State Education Law Section 2-d**

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as “PII”), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SRO. The exclusive purpose for which the referenced PII will be used is the delivery of SRO services provided under the

Agreement. Upon expiration of this Agreement, the SRO and/or substitute SRO must securely destroy or return all PII to the District that remains in the SRO's or substitute SRO's possession.

- b. If PII is disclosed to the SRO and/or substitute SRO by the District for purposes of the SRO providing services to the District, the SRO, OCSO and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the District:
 - i. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on federal and state law governing confidentiality of such data prior to receiving access;
 - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - iii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
 - iv. Except for authorized representatives of the third party contractor to the extent they are carrying out the Agreement, not disclose any PII to any other party:
 - A. Without prior written consent of the parent or eligible student; or
 - B. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - v. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
 - vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. The Parents' Bill of Rights and the attachment to the Parents Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

9. Resolution of Issues/Termination.

- a. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- b. If issues occur that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration.

Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for sum certain, and must be fully supported by all cost and pricing information.

10. **Compensation.**

- a. **Basic Payment.** The District agrees to pay to the OCSO an amount equal to the rate of pay and fringe benefits contained in the Collective Bargaining Agreement (CBA) between the Sheriff Deputies and the County in effect at the time that services are provided. It is understood that said rates may change upon any future CBA which becomes effective during the life of this Agreement. Based upon the current PBA which is set to expire on December 31, 2020, the estimated rate to be paid under this Agreement is \$64,500 for the 2018-2019 school year. The payment covers the normal work day and week (Monday – Friday, 7:30 AM to 3:30 PM), up to the maximum regular hours per week, not to exceed thirty-five (35) hours. The County shall provide the District with notice of any new collectively bargained rates of pay and/or fringe benefits within ten (10) days of ratification of a new CBA setting said rates. The new collectively bargained rates of pay shall become effective upon the date specified in the CBA. The estimated rates for compensation under this Agreement shall be adjusted, and the actual rates reconciled with payments made as of the effective date of the CBA, and the Parties acknowledge that any future CBA could include retroactive salary increases for which the District will be responsible. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due the County, it shall be included in the next payment.
- b. **Additional Hours.** Any time spent at the District over and above the hours agreed upon per day by the Parties will be billed as overtime, at the rate contained in the Collective Bargaining Agreement in force at the time, subject to prior approval by the principal or designee.
- c. **Incidental and Unrelated Costs.** Incidental costs, to include uniforms, equipment, pager, vehicle and ongoing training costs shall be covered by the County. Any time spent by the SRO that is not related to the interest of the District will not be considered time worked as SRO or reimbursed by the District. Any expenses or financial obligations made by SPO without the prior approval of the District will not become the responsibility of the District.
- d. **Billing & Payment.** The OCSO shall submit a statement for payment of the contract fee to the District on a bi-weekly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the County the sum due in each statement within seven (7) days of receipt of the same.

11. **Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SRO be deemed an employee of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SRO, as its employee, would otherwise be entitled by law, including health benefits, retirement benefits, and all necessary insurances for its employees, including worker's compensation, disability, and unemployment insurance, and to provide the District with

certification of such insurance upon request. The County remains responsible for all applicable Federal, State and Local taxes, and all FICA contributions.

12. **Indemnification & Insurance.**

- a. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- b. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.
- c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Workers Compensation and Employers Liability
 - i. Statutory limits apply.
 - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

- d. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability.
 - i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The District shall be included as additional insured. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Workers Compensation and Employers Liability
 - i. Statutory limits apply.
 - v. Waiver of Subrogation: The County waives all rights against the District, and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work the County shall provide certificates of insurance to District. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the County's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District.
- 13. **No Special Duty.** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety, or security.
- 14. **Suspension of Work.**
 - a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, a force majeure event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
 - b. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further

performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.

- c. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SRO's services up to the effective termination date of the Agreement.
- d. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

15. **Notice.** All notices to the County should be sent to:

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

With a copy sent to OCSO at:

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

All notices to the District should be sent to:

Holland Patent Central School District
9601 Main Street
Holland Patent, New York 13354

- 16. **Expiration.** The Parties agree that this Agreement expires on June 30, 2019, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.
- 17. **Advice of Counsel:** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
- 18. **Assignment:** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other Parties.
- 19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
- 20. **Severability.** In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

21. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents' Bill of Rights), Addenda A-2 (Attachment to The Parents' Bill of Rights), and Exhibit A (Standard Oneida County Conditions). This Agreement shall be binding upon all Parties when fully signed and executed and upon approval of the appropriate governing bodies.

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

For Oneida County:

Anthony J. Picente, Jr.
County Executive

Date

For the Oneida County Sheriff's Office:

Robert M. Maciol
Oneida County Sheriff

Date

For the District

Richard Allen
President, Board of Education

Date

Approved

Alison M. Stanulevich
Assistant County Attorney

EXHIBIT A - STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

ADDENDA A-2

Rev. 7-29-14

ATTACHMENT

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational

interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by §99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities,

such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

ADDENDA A-1

Rev. 7-29-14

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents' rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child's student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents' Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent's identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents' rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What "educational agencies" are included in the requirements of Education Law §2-d?

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name¹;

¹ Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

o PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

o However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

o This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

o NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.

- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.

- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access the NYSED Student Data Elements List, a complete list of all student data elements collected by NYSED, at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
 - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.

- o When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers, superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with "third party contractors", defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term "third party contractor" also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an "educational agency."

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of,

any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

Anthony J. Picente Jr.
County Executive



AnneMarie Ambrose
Director

ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

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

FN 20 18 - 303

July 2, 2018

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Subject: Memorandum of Understanding (MOU) for Print Services – City of Utica

Dear County Executive Picente:

Oneida County Central Services desires to have the County enter into an MOU for shared services to provide Printing Services to the City of Utica. Under the agreement, Central Services will assist the City of Utica with print jobs on an as-needed basis.

Oneida County Central Services will add no fees or costs as a premium for the services provided. The City of Utica will be charged at cost or at best possible pricing according to the current fee schedule in use by the Oneida County Print Shop.

The City of Utica is expected to continue to realize savings for printing services as a result of the discount rate offered by the Oneida County Print Shop. If approved, the term of this MOU will be for 5 years beginning upon execution and ending July 31, 2023.

Based on the firm belief that the City of Utica will save money by sharing Print Services with Oneida County, Board of Legislators approval is respectfully requested for this MOU. Additionally, we are asking that this MOU be approved for use as a template agreement for use with other municipalities and school districts throughout Oneida County.

Sincerely,

AnneMarie Ambrose
Director, Central Services

Encs.

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

Anthony J. Picente Jr.
County Executive

Date 8-7-18

Oneida Co. Department: Central Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: City of Utica, City Hall
1 Kennedy Plaza
Utica, NY 13501

Title of Activity or Service: Memorandum of Understanding (MOU) for Print Services

Proposed Dates of Operation: Upon execution – July 31, 2023

Client Population/Number to be Served:

Summary Statements

- 1) **Narrative Description of Proposed Services:** – Print services for City of Utica government offices. City of Utica will pay actual print fees. No premium fees will be charged.
- 2) **Program/Service Objectives and Outcomes:** Shared Services Agreement offers the City of Utica a cost savings in the form of discount printing services.
- 3) **Program Design and Staffing:** Oneida County print staff will facilitate printing.

Total Funding Requested: \$0

Account # A2223 (Revenue)

Oneida County Dept. Funding Recommendation: \$0

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

Cost Per Client Served: N/A

Past Performance Data: This is a new agreement.

O.C. Department Staff Comments: Recommended approval based on expectation that this Shared Services agreement will result in continued cost savings for City of Utica. There will be no added cost to the County.

MEMORANDUM OF UNDERSTANDING

Printing Services

Between the City of Utica and the County of Oneida

This Memorandum of Understanding (the "MOU") is by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, by and through its Department of Central Services, hereinafter referred to collectively as the "County," and the City of Utica, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 1 Kennedy Plaza, Utica, New York 13502, hereinafter referred to as the "City," each a "Party," and collectively, the "Parties."

PURPOSE:

The Purpose of this MOU is to establish a shared services agreement with a goal of pooling the resources of staff and equipment between the City and the County. This MOU is intended to assist the City with Print Services offered by the County's Print Shop (the "Print Shop"), which is located at 800 Park Ave, Utica, NY 13501.

TERM:

The term of this MOU will be for a period of five (5) years beginning upon execution and ending July 31, 2023, unless terminated sooner. This MOU may be terminated at any time by either Party upon advance written notice of sixty (60) days to the address written above.

FEE:

There shall be no County fees or costs added as a premium for the services described herein. This MOU is intended to provide sharing and mutual coordination of printing services. The City shall be charged the actual cost for any products or services provided by the Print Shop pursuant to this MOU. These costs are more fully described in Exhibit "A," the "General Price List," attached hereto and made a part hereof.

From time-to-time, the paper or ink costs may raise or otherwise change the prices listed in the attached Exhibit "A." The Parties agree that in the event of an increase in prices, an updated Exhibit "A" can be substituted for the current version upon thirty (30) days' advance written notice by the County to the City. In the event of such a substitution, this MOU shall continue in full force and effect without the need for any amendment or alteration of this MOU. Both the City and the County accept and agree that they will be bound by the rates listed in the version of Exhibit "A" then in effect.

SUMMARY OF SERVICES:

1. The Print Shop will make available to the City every product and service that is currently provided to County departments.
2. The City will place orders from the Print Shop by using the provided Print Shop order form. The order form will be transmitted by the City to the Print Shop by mail, telephone, facsimile, email or in-person. Once the order form has been received by the Print Shop, the order will be prepared, and once completed, the order will be delivered to the City by the County's courier. The courier will ask the City's representative to sign a receipt for the order at the time of delivery. The receipt will require the name, title, date and signature of the person receiving the shipment, and a copy of the Print Shop order form will be attached.
3. The Print Shop will also provide mailing services for orders printed for the City, if requested. The charges for these mailing services will be at the Print Shop's current cost level.
4. From time to time, County departments will provide their own paper for an order due to special requirements. The City may likewise provide its own paper for its orders so long as the paper is compatible with the County's printers.
5. The Print Shop will create one or more accounts as needed for the City, and will prepare a detailed monthly summary of all costs and charges. This summary will be provided to the City as soon as it is prepared.
6. The City shall pay all charges in these summaries, in full, on a monthly basis.
7. Any discrepancies noted on the detailed monthly summary are to be reported to the Print Shop supervisor within five (5) business days of receipt of the summary.
8. Similarly, any issues with quality are to be reported to the Print Shop supervisor within five (5) business days of delivery.

INDEPENDENT CONTRACTOR STATUS:

The City agrees that its officers, agents, directors, employees or members, in accordance with the status of the City as an independent contractor, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit.

The County agrees that its officers, agents, directors, employees or members, in accordance with the status of the County as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of

the City, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit.

INDEMNIFICATION

To the fullest extent permitted by applicable law, the City (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including the City's authorized personnel) arising out of or in connection with the exercise by the City or any of the City's authorized personnel of the rights and privileges granted by or pursuant to this MOU, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

ENTIRE AGREEMENT

The terms of this MOU, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this MOU. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto.

No waiver, alterations or modifications of any provisions of this MOU shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates written below.

CITY OF UTICA

Robert M. Palmieri
Mayor

Date

ONEIDA COUNTY

Anthony J. Picente, Jr.
County Executive

Date

Approved

Robert E. Pronteau
Assistant County Attorney