



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

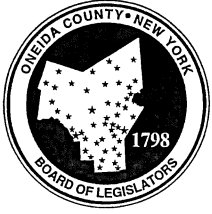
Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION March 14, 2018

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

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ONEIDA COUNTY BOARD OF LEGISLATORS

Brian P. Mandryck ♦ 9245 Sly Hill Road ♦ Ava, New York 13303 ♦ (315) 336-0469

January 22, 2018

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

FN 20 18 - 086

READ & FILED

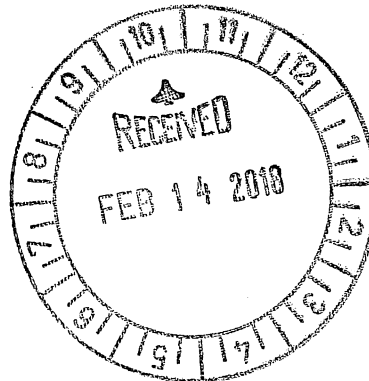
Dear Mr. Billard:

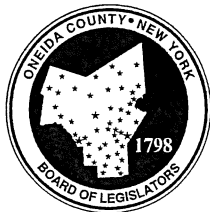
Please be advised that I am currently employed by Lochner Engineers, PC, 181 Genesee St, Utica as a Senior Associate. I serve as a Commissioner for the Town of Lee Fire District and I a member of the Oneida County Farmland Protection Board, Oneida County Fire Advisory Board and the NYSEC Region 6 Fish and Wildlife Board (County representative).

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

BRIAN P. MANDRYCK
Oneida County Legislator
17th District





ONEIDA COUNTY BOARD OF LEGISLATORS

Michael B. Waterman ♦ 2384 Brewster Rd. ♦ Camden, NY 13316
Cell Phone: (315) 225-7958

January 24, 2018

FN 20 18-086

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

READ & FILED

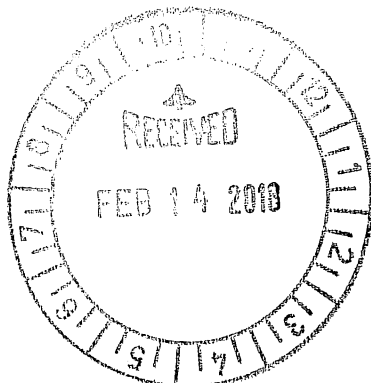
Dear Mr. Billard:

Please be advised that I am employed at RTD Manufacturing Company in Rome, NY and my wife Debra is employed by MVCC. Also please be advised that I am the Chief of Staff for NYS Assemblyman Brian Miller and I am an assistant to the Town of Camden Assessor.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

MICHAEL B. WATERMAN
Oneida County Legislator
5th District





ONEIDA COUNTY BOARD OF LEGISLATORS

Edward P. Welsh ♦ PO Box 8015 ♦ Utica, NY 13505-8015 ♦ 941-6036

January 24, 2018

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

FN 20 18 - 086

READ & FILED

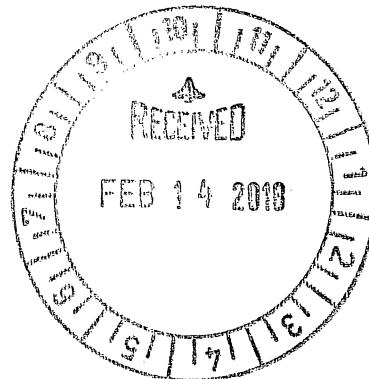
Dear Mr. Billard:

Please be advised that I am employed at AAA Northeast and Townsquare Media. Also be advised that I serve as Chairman of the Board of Directors for the Central Association of the Blind and Visually Impaired and I am associated with the Utica Tower Corporation and Engine 11 Inc.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

EDWARD P. WELSH
Oneida County Legislator
19th District





ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
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Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

March 7, 2018

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

FN 20 18 - 087

WAYS & MEANS

Dear Mr. Billard:

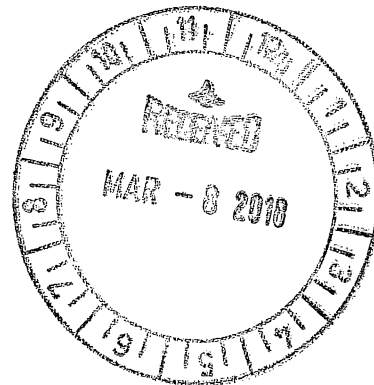
The period for "Open Enrollment", for farm-land owners was designated as January 1 through January 31, 2018 pursuant to Agriculture & Markets Law. An "open enrollment" period allows the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of an individual district.

Now, at the request of the Farmland Protection Board, it is necessary to schedule a Public Hearing on the results of this open enrollment, therefore, please prepare a docket scheduling a Public Hearing for **Tuesday, May 1st, 2018 at 1:00PM** at the Farm & Home Center, 121 Second Street, Oriskany, NY 13421.

In order to allow ample time to notify the newspapers and the towns involved, I would ask that the Ways & Means Committee and Board of Legislators vote upon this docket at the meeting of **April 11, 2018.**

Respectfully submitted,

Cynthia A. DelPiano
Deputy Clerk of the Board



cd

Cc: All FPB Members

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

*INTRODUCED BY:
2ND BY:*

RE: RESOLUTION SCHEDULING A PUBLIC HEARING FOR 1:00PM ON TUESDAY, MAY 1, 2018, FOR THE OPEN ENROLLMENT PERIOD FOR AGRICULTURAL DISTRICTS

WHEREAS, On December 10, 2003, the Oneida County Board of Legislators adopted Resolution #365 designating an "Open Enrollment" period (January 1 through January 31) to consider the inclusion of any viable agricultural land in an Agricultural District prior to its established review period, and

WHEREAS, one or more requests for inclusion of predominately viable agricultural land within existing certified agricultural district have been filed with the Oneida County Board of Legislators, and said requests have been received by the Farmland Protection Board for consideration and recommended for inclusion, now, therefore, be it hereby

RESOLVED, that the Oneida County Board of Legislators shall conduct a public hearing on said requests, and it is further

RESOLVED, That the Clerk of the Oneida County Board of Legislators be, and hereby is, authorized and directed to cause a notice to be published in the Utica Observer Dispatch and Rome Sentinel in which will be stated the following: 1) A statement that one or more requests for inclusion of predominately viable agricultural land within existing certified agricultural district have been filed with the Oneida County Board of Legislators; 2) General identification of the land proposed to be included; 3) The time, place, and date of such Public Hearing; and 4) A statement that the Public Hearing shall be held to consider the request or requests and recommendations of the Farmland Protection Board; and it is further

RESOLVED, That said Public Hearing shall be held on Tuesday, May 1, 2018 at 1:00PM at the Farm & Home Center, 121 Second Street, Oriskany, NY 13421.

APPROVED: Ways & Means Committee ()

DATED:

Adopted by the following vote:
AYES NAYS ABSENT

NOTICE OF PUBLIC HEARING

AGRICULTURAL DISTRICTS OPEN ENROLLMENT

NOTICE IS HEREBY GIVEN, that a public hearing shall be held by the Oneida County Board of Legislators/Oneida County Farmland Protection Board on Tuesday, May 1, 2018 at 1:00PM at the Farm & Home Center, 121 Second Street, Oriskany , NY 13424.

Said public hearing is being held to consider applications submitted by landowners (during the Open Enrollment period January 1-January 31) in compliance with Section 303(b) of the Agriculture and Markets Law for inclusion of viable agricultural land in an Agricultural District prior to its sanctioned review period.

Proposed recommendations of the Oneida County Farmland Protection Board may be examined in the Oneida County Planning Department at the Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501.

All parties of interest and citizens will be heard by the Oneida County Farmland Protection Board at the public hearing.

ONEIDA COUNTY BOARD OF LEGISLATORS

Mikale Billard, Clerk
MIKALE BILLARD, CLERK

DATED: April 11, 2018

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

February 5, 2018

FN 20 18 088

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

AIRPORT

WAYS & MEANS

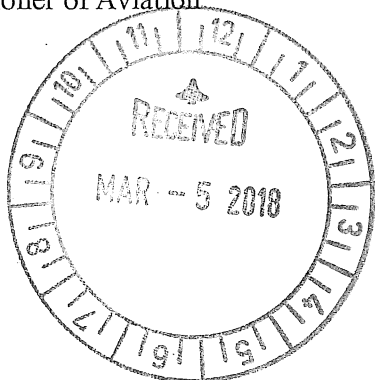
Dear County Executive Picente,

The following Cooperative Research and Development Agreement (CRADA) has been worked out between the County of Oneida and the United States Air Force Research Laboratory Information Directorate for Unmanned Aerial Vehicle Testing.

If you concur, please forward to the Board of Legislators for consideration at its next meeting.

Sincerely,

Chad Lawrence
Commissioner of Aviation



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

Anthony J. Picente, Jr.
County Executive
Date 3-1-18

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY**

Name of Proposing Organization: Department of the Air Force
Air Force Research Laboratory Information
Directorate (AFRL/RI)
525 Brooks Road
Rome, NY 13441-4505

Title of Activity or Service: Cooperative Research and Development Agreement

Proposed Dates of Operation: Upon execution - 2023

Client Population/Number to be Served: N/A

Summary Statement

1) Narrative Description of Proposed Services

Cooperative Research and Development Agreement (CRADA) has been worked out between the County of Oneida and the United States Air Force Research Laboratory Information Directorate for Unmanned Aerial Vehicle Testing.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing: N/A

Total Funding Requested: \$0 **Account #** H-527

Oneida County Dept. Funding Recommendation: \$0

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

Federal: \$0 **State:** \$0 **County:** \$0

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A



UNITED STATES AIR FORCE

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA)

between

**AIR FORCE RESEARCH LABORATORY INFORMATION
DIRECTORATE
AFRL/RI**

and

ONEIDA COUNTY

“BEYOND LINE OF SIGHT RADAR at STOCKBRIDGE TEST SITE”

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SECTION I:
STANDARD TERMS AND CONDITIONS

ARTICLE 1—PREAMBLE

1.1. This Cooperative Research and Development Agreement (“*Agreement*”) for performing the work described in the *Joint Work Plan* is entered into under the authority of the *Federal Technology Transfer Act of 1986*, as amended and codified at 15 U.S.C. § 3710a, and pursuant to Air Force Policy Directive 61-3, *Domestic Technology Transfer* (20 May 2013) and Air Force Instruction 61-302, *Cooperative Research and Development Agreements* (30 May 2001) by and between Oneida County (“*Collaborator*”), with its principal offices located at 800 Park Avenue, Utica, NY 13501, through its Department of Aviation, Griffiss International Airport, located at 660 Hangar Road, Suite 223 Rome, NY 13441, and the United States of America as represented by the Department of the Air Force, acting through Air Force Research Laboratory Information Directorate (AFRL/RI), (“*Air Force Activity*”), located at 525 Brooks Road, Rome, NY 13441-4505.

1.2. This *Agreement* is binding on *Air Force Activity* and *Collaborator* according to the terms and conditions set forth as follows.

ARTICLE 2—DEFINITIONS

As used in this *Agreement*, the following terms have the following meanings and such meanings will be applicable to both the singular and plural forms of the terms.

2.1. “*Reviewing Official*” means the final authority of the Department of the Air Force for this *Agreement*, identified in Section III, *Signatures*, below the signatures of the parties.

2.2. “*Effective Date*” is the date this *Agreement*, including any Amendment thereto, is signed by the appropriate *Air Force Activity* official after having been signed by the appropriate *Collaborator* official unless the *Reviewing Official* disapproves of or requires *modification* to this *Agreement* within thirty (30) *Days* of the date signed by *Air Force Activity*. The *Effective Date* of any *Modification* is the date signed by the appropriate *Air Force Activity* official after having been signed by the appropriate *Collaborator* official.

2.3. “*Government*” means the Government of the United States of America including any agency or agencies thereof.

2.4. “*Invention*” means any invention or discovery which is or may be patentable or otherwise protected under Title 35 of the United States Code or any novel variety of plant which is or may be protected under the *Plant Variety Protection Act* (7 U.S.C. § 2321 *et seq.*). See 35 U.S.C. § 201(d) and 15 U.S.C. § 3703(7).

2.5. “*Created*” when used in relation to any copyrightable work means the work is fixed in any tangible medium of expression for the first time. See 17 U.S.C. § 101.

2.6. “*Made*” when used in relation to any *Invention* means the conception or first actual reduction to practice of such *Invention*. See 35 U.S.C. § 201(g).

2.7. “*Joint Work Plan*” (Section II) describes the purpose and scope of this *Agreement* and assigns obligations and responsibilities among the parties. The *Joint Work Plan* specifically

details any *Background Technology* brought to this *Agreement*; any property, equipment, maintenance, service, or other support to be provided; and any reports, products, or other deliverables expected to be produced or provided as a result of the collaborative activities under this *Agreement*. To the extent any provision of the *Joint Work Plan*, including any attachment thereto, conflicts with any provision in Section I: *Standard Terms and Conditions*, such provision in Section I: *Standard Terms and Conditions*, shall control.

2.8. “*Under this Collaboration*” means work performed by *Air Force Activity* or *Collaborator* employees in furtherance of their obligations or responsibilities described in the *Joint Work Plan*.

2.9. “*Collaborator Restricted Information*” is privileged or confidential information developed in whole or in part by *Collaborator Under this Collaboration* which embodies trade secrets or which is confidential technical, business or financial information, provided such information is identified as such by labels or markings designating the information as proprietary. *Collaborator Restricted Information* does not include information which is generally known or is available from another source without obligations concerning its confidentiality, or is described in an issued patent, published patent application, or published copyrighted work.

2.10. “*Restricted Access Information*” is information developed solely by *Air Force Activity Under this Collaboration* that would be a trade secret or commercial or financial information that is privileged or confidential if the information had been obtained from a non-Federal party participating in a CRADA. The term, “confidential,” as used throughout this *Agreement*, refers to the customary definition and should not be confused with the level of classification for national security information. *Restricted Access Information* does not include information which is generally known or is available from another source without obligations concerning its confidentiality, or is described in an issued patent, published patent application, or published copyrighted work.

2.11. “*Protected Information*” is any information developed *Under this Collaboration*, including both *Collaborator Restricted Information* and *Restricted Access Information*.

2.12. “*Background Technology*” is specified technology brought to this *Agreement* by either party consisting of privileged or restricted information or intellectual property protected by trade secret or described in a patent, patent application or copyrighted work. All *Background Technology* must be *Made, Created* or otherwise developed prior to the *Effective Date* of this *Agreement*, or if added under a *Modification* or *Amendment*, prior to the effective date of such *Modification* or *Amendment*. All *Background Technology* is specifically identified as such in the *Joint Work Plan*, along with the marking requirements and, if applicable, terms for delivery, storage and disposition of such *Background Technology*. *Background Technology* does not include oral or visual information not fixed in a tangible form.

2.13. “*Special Purpose License*” means a nonexclusive, nontransferable, irrevocable, worldwide, royalty-free and paid-up license to *Air Force Activity* to use, modify, reproduce, release, perform, display, or disclose technology, technical data, or copyrighted works, in whole or in part, within the *Government* without restriction, and to release or disclose outside the *Government* and authorize persons to whom release or disclosure has been made, to use, modify, reproduce, release, perform, display, or disclose such technology or information for *Government* purposes. The *Special Purpose License* includes the rights to use, modify, reproduce, release, perform, display, or disclose technology, technical data, or copyrighted works for competitive

procurement, but it does not include the rights to use, modify, reproduce, release, perform, display, or disclose for commercial purposes or authorize others to do so.

2.14. “*Confirmatory License*” refers to a single-page document submitted by *Collaborator* to *Air Force Activity* documenting *Government’s* license rights to, and power to inspect and make copies of patent applications filed on, an *Invention Made Under this Collaboration* and owned by *Collaborator*. The *Air Force Activity* will record the *Confirmatory License* at the United States Patent and Trademark Office. See Appendix A, Section II: *Joint Work Plan*.

2.15. “*Alternative Dispute Resolution*” (ADR) means any procedure in which the parties agree to use a third-party neutral to resolve issues in controversy, including, for example, mediation, non-binding arbitration, or facilitation. ADR does not include binding arbitration.

2.16. “*Official File*” refers to the official *Government* record of this *Agreement*, maintained by *Air Force Activity* and accessible by the Office of Research and Technology Applications (ORTA) specified as the *Air Force Activity* POC in Article 12—“*Notices*,” and which includes, at minimum, an accounting of all funds and equipment provided under this *Agreement*, all *Modifications* or *Amendments* thereto, all Formal Notices submitted under paragraph 12.1, and each report specified in Article F—“*Deliverables*.”

2.17. “*Days*” refers to calendar days unless specified otherwise.

ARTICLE 3—FINANCIAL CONSIDERATIONS

3.1. **Expenses.** Except as otherwise stated in the *Joint Work Plan*, each party shall bear its own expenses in the performance of work *Under this Collaboration*.

3.2. **Royalty Payments.** Royalty or other income from intellectual property will be paid in accordance with any separate license agreement hereafter entered into by the parties pursuant to Article 4—“*Invention Disclosures & Patents*” or Article 5—“*Copyright Protection*.”

ARTICLE 4—INVENTION DISCLOSURES & PATENTS

4.1. **Disclosure of *Inventions*.** Each party must report to the other party, in writing, each *Invention Made Under this Collaboration*, within six (6) months after the *Invention* is *Made* unless a written request for an extension of time to provide such a report has been approved by the other party. Such requests shall not be unreasonably refused.

4.2. **Rights and Licensing of *Inventions Made Under this Collaboration*.**

4.2.1. **Sole *Inventions*.** Each party will separately own any *Invention Made Under this Collaboration* solely by its respective employees.

4.2.1.1. **License to *Air Force Activity*.** The *Collaborator* will grant to *Air Force Activity* a paid-up, royalty-free, irrevocable, non-exclusive license to practice, or have practiced for or on behalf of *Government*, any *Invention Made Under this Collaboration* solely by *Collaborator* employees. The *Collaborator* will promptly provide a *Confirmatory License* upon request by *Air Force Activity* for any *Invention Made Under this Collaboration* that is owned by *Collaborator*.

4.2.1.2. **License to *Collaborator*.** The *Air Force Activity* will grant to *Collaborator* a paid-up, royalty-free, irrevocable, non-exclusive license to practice any

Invention Made Under this Collaboration solely by *Air Force Activity* employees. The *Air Force Activity* will promptly provide a *Confirmatory License* upon request by *Collaborator* for any *Invention Made Under this Collaboration* that is owned by *Air Force Activity*.

4.2.1.3. Option for Collaborator to Obtain Exclusive License. The *Collaborator* will have the option to choose an exclusive license for a pre-negotiated field of use at a reasonable royalty rate, subject to the conditions set forth in 15 U.S.C. § 3710a(b)(1), for any *Invention Made Under this Collaboration* solely by *Air Force Activity* employees.

4.2.1.3.1. The *Collaborator* must exercise the option to obtain an exclusive license for an *Invention Made Under this Collaboration* within six (6) months of the filing of a patent application on such *Invention*. The *Collaborator* may request such time be extended as necessary to understand the nature of the *Invention* and to permit sufficient time to determine the potential value thereof, which request will not be unreasonably refused by *Air Force Activity*. Any such extensions approved by *Air Force Activity* must be in writing.

4.2.1.3.2. The *Collaborator* shall have the right of enforcement under chapter 29 of Title 35, United States Code, for an exclusive license entered into under this paragraph.

4.2.2. Joint Inventions. An *Invention Made Under this Collaboration* jointly by *Air Force Activity* employees and *Collaborator* employees (“*Joint Invention*”) will be jointly owned by both parties.

4.2.2.1. **Collaborator Election.** The *Collaborator* shall promptly elect whether to grant title of its ownership interest in a *Joint Invention* to *Air Force Activity*, subject to a non-exclusive, irrevocable, paid-up, royalty-free license to practice the *Invention* from *Air Force Activity* to *Collaborator*.

4.2.2.2. **Assignment.** If *Collaborator* appropriately files a patent application on a *Joint Invention*, *Air Force Activity* may, at its discretion, assign title in that *Invention* to *Collaborator*, subject to the conditions set forth in 15 U.S.C. § 3710a(b)(1).

4.2.2.3. **Joint Ownership Agreement.** The *Air Force Activity* will promptly provide a draft Joint Ownership Agreement to *Collaborator* for each *Joint Invention* in which the parties do not agree to consolidate ownership in accordance with paragraphs 4.2.2.1 or 4.2.2.2. The Joint Ownership Agreement will define rights and responsibilities among the parties for each such *Joint Invention*. The *Collaborator* will be responsible for all patent preparation and prosecution under the *Joint Ownership Agreement*.

4.2.3. General Terms.

4.2.3.1. **Copies of Patent Applications.** The party filing any patent application on any *Invention Made Under this Collaboration*, including provisional and international filings, must provide a copy thereof to the other party within thirty (30) *Days* of filing such application.

4.2.3.2. **Cooperation.** The party not filing, prosecuting, or administering any patent application or patent under this Article will fully cooperate with the party filing,

prosecuting, or administering the application or patent in promptly executing all necessary documents and obtaining cooperation of its employees in executing such documents related to such application or patent.

4.2.3.3. **Patent Expenses.** The party filing an application on any *Joint Invention* is responsible for all patent application preparation and filing expenses, issuance, post issuance, and patent maintenance fees associated with that application while this *Agreement* is in effect, unless otherwise agreed to under a Patent License Agreement or Joint Ownership Agreement.

4.2.3.4. **Collaborator Rights to Employee Inventions.** The *Collaborator* shall ensure that it obtains rights to all *Inventions Made* by one or more of its employees *Under this Collaboration*.

4.3. **Licensing Other Federally Owned Inventions.** The *Collaborator* may submit an application for license in accordance with 37 C.F.R. 404.8 for any federally owned *Invention* for which a patent application was filed before the signing of this *Agreement* that is directly within the scope of the work specified in the *Joint Work Plan*. The royalty rate, field of use, and other terms and conditions shall be set forth in a separate license agreement and shall be negotiated promptly and in good faith.

4.4. **Federal Regulations.** All licenses granted to *Collaborator* under this Article shall ordinarily be subject to Title 37, Code of Federal Regulations, Part 404, *Licensing of Government-Owned Inventions*.

4.5. **Participation of Third Parties.** Except as specified in paragraph 4.5.1, either party intending to use the support of any contractor or third party not identified in the *Joint Work Plan* to perform any of its obligations *Under this Collaboration* shall provide written notice to the other party at least thirty (30) *Days* in advance of any involvement of such contractor or third party with activities *Under this Collaboration*. If the party receiving such notice objects at any time to the use or involvement of such contractor or third party, the party providing such notice will not utilize or promptly cease utilizing the services of such contractor or third party to perform its obligations *Under this Collaboration*.

4.5.1. **Third Party Support of Air Force Activity.** The *Air Force Activity* may use the support and research services of support contractors, such as Advisory and Assistance Services (A&AS) contractors, in performing its roles or obligations described in the *Joint Work Plan*. Every other contractor or third party assisting *Air Force Activity* in performing its roles or obligations described in the *Joint Work Plan* must be listed in paragraph C.2, along with the specific obligation or service each such party is expected to provide.

4.5.2. **Support Contractor Inventions.** The *Collaborator* acknowledges that invention rights under the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.*, or the applicable patent rights clause under the Federal Acquisition Regulation (FAR) or the Defense Federal Acquisition Regulation Supplement (DFARS) governing any such contract, or both, may conflict with the terms in this Article. In such cases, *Collaborator's* rights or options in such inventions under this Article will take precedence over any such rights of the contractor in accordance with 35 U.S.C. § 210(e). See also 48 C.F.R. 27.303(b)(7).

4.5.3. **Third Party Support of Collaborator.** No information, material, equipment, or other resources provided by *Collaborator* under this *Agreement*, originating from any

contractor or third party, shall have any restriction whatsoever on further use, release or disclosure beyond that specified in this *Agreement*, except as specifically identified, including a detailed description of any such limitations, in the *Joint Work Plan*. Any agreement with a third party to provide support to *Collaborator* for participation under this *Agreement* shall contain terms consistent with this provision and which are at least sufficient to provide *Air Force Activity* all rights anticipated under this *Agreement* as if *Collaborator* was providing the support itself. The *Collaborator* shall provide a copy of any such third party support agreement to *Air Force Activity* within thirty (30) *Days* of the execution of this *Agreement* or the third party support agreement, whichever is later.

ARTICLE 5—COPYRIGHT PROTECTION

5.1. **Ownership of Copyrighted Works.** The *Collaborator* shall ensure that it obtains rights to all copyrightable works *Created* by one or more employees *Under this Collaboration*. The *Collaborator* shall own the copyright in all works copyrightable under Title 17, United States Code, *Created* solely by *Collaborator* employees *Under this Collaboration* or, subject to the rights of third parties under paragraph 4.5, *Created* in part by *Collaborator* employees *Under this Collaboration*.

5.2. **License in Published Copyrighted Works.** The *Collaborator* hereby grants in advance to *Government* a *Special Purpose License* in all published copyrighted works *Created Under this Collaboration*. The *Collaborator* will prominently mark each such published copyrighted work with the words: “This work was created in the performance of a Cooperative Research and Development Agreement [CRADA No.] with the Department of the Air Force. The Government of the United States has certain rights to use this work.”

5.3. **Copies of Published Copyrighted Works.** The *Collaborator* must furnish to *Air Force Activity*, at no cost to *Air Force Activity*, one copy of each published copyrighted work *Created* in whole or in part by *Collaborator Under this Collaboration*. The *Collaborator* is not required to provide a copy of any such work that is only published electronically if the publication is accessible without cost to *Air Force Activity*.

ARTICLE 6—BACKGROUND TECHNOLOGY AND PROTECTED INFORMATION

6.1. **Disclosure of Oral and Visual Information.** Information disclosed orally or visually, if identified as information that is to be protected under this *Agreement* at the time of disclosure, will be deemed *Protected Information* under this *Agreement* for thirty (30) *Days* and thereafter if, within thirty (30) *Days* after such oral or visual disclosure, such information is reduced to writing or otherwise affixed in tangible form, and properly marked in accordance with Article 2—“Definitions” and the *Joint Work Plan*, and submitted to the other party.

6.2. **Disclosure and Use of Background Technology.** All *Background Technology* provided to the other party must be specifically identified in the *Joint Work Plan*.

6.2.1. Unless otherwise expressly provided in the *Joint Work Plan*, *Background Technology* may only be disclosed to those having a need for the information in connection with their duties *Under this Collaboration*. The party designating *Background Technology* in the *Joint Work Plan* hereby grants a royalty-free license to the other party to this *Agreement* to use all such *Background Technology* for the purpose of performing its

obligations *Under this Collaboration*. Subject to paragraph 6.2.2, and unless specifically stated otherwise in the *Joint Work Plan*, the receiving party will have no rights (other than for performing work *Under this Collaboration*) in such *Background Technology* regardless of whether it is improved, refined or otherwise further developed *Under this Collaboration*.

6.2.2. The party designating *Background Technology* in the *Joint Work Plan* agrees to offer the other party on reasonable terms, to be negotiated under separate agreement, the non-exclusive right to further use all such *Background Technology* after the expiration or termination of this *Agreement* in negotiated fields of use, to include at least all fields or technologies described in the *Joint Work Plan*. This offer shall be made available to the other party for six (6) months from the expiration or termination of this *Agreement*.

6.3. **Computer Software and Computer Software Documentation.** All computer software and computer software documentation *Made, Created* or developed *Under this Collaboration* by *Collaborator* shall be treated as *Collaborator Restricted Information* for purposes of determining rights in such computer software and computer software documentation.

6.4. **Collaborator Restricted Information.** The *Collaborator* grants a *Special Purpose License* to *Air Force Activity* in all *Collaborator Restricted Information*.

6.5. **Restricted Access Information.** All *Restricted Access Information* may be exempt from release under the Freedom of Information Act for a period of five (5) years as provided for at 15 U.S.C. § 3710a(c)(7)(B), during which time *Collaborator* may only use or disclose *Restricted Access Information* in confidence, or authorize others to use or disclose *Restricted Access Information* in confidence.

6.6. **Marking of Background Technology and Protected Information.** All *Background Technology* and *Protected Information* will be conspicuously marked as such and will reference this *Agreement* by number (see Figures 1&2, paragraph E.4 of the *Joint Work Plan*). Neither party will be liable for the release of unmarked *Background Technology* or *Protected Information*. The party receiving properly labeled *Background Technology* or *Protected Information* must comply with all appropriate requirements governing the treatment of such information as described in the *Joint Work Plan*. The receipt or acceptance of improperly or inaccurately marked information shall not adversely affect the rights of the party receiving such information.

6.7. **Future Use of Information and Technology in Government Procurement.** Any copyrightable work or *Collaborator Restricted Information* to which *Air Force Activity* receives a *Special Purpose License* under this *Agreement* shall be prominently marked with “Government Purpose Rights,” as defined under 48 C.F.R. 252.227-7013(a)(13) & 7014(a)(12), or other notice clearly indicating *Government* has at least such rights, when delivered to any party under a federal procurement contract—other than a supplier or support contractor—after the *Effective Date* of this *Agreement* (see Figure 3, paragraph E.4). Under no circumstances shall the mere marking or labeling of such information or technology in accordance with this Article imply that such “Government Purpose Rights” license will automatically change to an “Unlimited Rights” or other license at any time. See 10 U.S.C. § 2320.

ARTICLE 7—TERM OF AGREEMENT, MODIFICATIONS & TERMINATION

7.1. **Term of Agreement.** This *Agreement* commences on the *Effective Date* of this *Agreement* and shall terminate at the expiration date indicated above the signatures in Section III: *Signatures*, unless both parties hereto agree in writing to extend it further in accordance with paragraph 7.2 or 7.3. Expiration of this *Agreement* shall not affect the rights and obligations of the parties accrued prior to expiration. This *Agreement* may not be modified after its expiration or termination.

7.2. **Modifications.** Any change or extension within the scope of this *Agreement* as authorized by the *Reviewing Official* may be made by “*Modification*,” which shall be entered into by mutual written agreement signed by the parties’ representatives authorized to execute this *Agreement*. Each *Modification* will be attached hereto, a copy of which must be made available to the *Reviewing Official* within thirty (30) *Days* after each such *Modification* is signed by both parties.

7.3. **Amendments.** Any change outside the scope of this *Agreement* may be made by “*Amendment*,” which shall be entered into by mutual written agreement signed by the parties’ representatives authorized to execute this *Agreement* and submitted to the *Reviewing Official*. Each *Amendment* will be attached hereto.

7.4. **Termination.** Either party may terminate this *Agreement* for any reason upon delivery of written notice to the other party. The written notice shall specify an effective termination date at least thirty (30) *Days* after receipt by the other party. Termination of this *Agreement* shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this *Agreement*. In the event of termination by either party, each party shall be responsible for its own costs incurred through the effective date of termination, as well as its own costs incurred after the effective date of termination and which are unrelated to the termination. If *Air Force Activity* terminates this *Agreement* strictly for mission requirements or national security purposes, it shall not be liable to *Collaborator* or its contractors or subcontractors for any costs resulting from or related to the termination, including, but not limited to, consequential damages or any other costs.

ARTICLE 8—DISPUTES

8.1. **Resolution of Disputes.** All disputes arising out of or related to this *Agreement* will be resolved in accordance with this Article. The parties agree to use reasonable efforts to reach a fair settlement of any dispute. Resolution attempts must be documented and maintained in the *Official File*. Pending the resolution of any informal or formal dispute process, work under this *Agreement* not subject to dispute may continue.

8.2. **Informal Resolution.** The parties agree to make a good faith attempt to informally resolve all disputes arising out of this *Agreement* among themselves before pursuing the formal dispute resolution process.

8.3. **Alternative Dispute Resolution Process.** In accordance with Department of Defense Instruction 5145.05, *Alternative Dispute Resolution (ADR) and Conflict Management* (27 May 2016) and Air Force Policy Directive 51-12, *Alternative Dispute Resolution* (9 January 2003), the parties should use ADR as an alternative to litigation or formal proceedings to the maximum extent practicable and appropriate. Either party may submit a written request for ADR to the

other party any time prior to the submission of a request for a formal decision by the *Reviewing Official*. ADR may be used for all or a portion of the issue in controversy. The *Air Force Activity* shall, within sixty (60) *Days* of receiving or submitting a request for ADR, identify in writing a third-party neutral suitable for the requested ADR process and provide an estimate or cost basis for the process. In identifying such third-party neutral, *Air Force Activity* shall, with the assistance of the Air Force General Counsel (SAF/GC), make use of existing *Government* ADR resources to avoid unnecessary expenditure of time and money. The party in receipt of a request for ADR may provide a written rejection of the requested ADR process, which must include a detailed description of why the requested ADR process is not appropriate. Failure to provide such rejection to the other party within thirty (30) *Days* of the identification of a third-party neutral shall be deemed as an acceptance of the requested ADR process.

8.4. **Formal Decision by *Reviewing Official*.** If informal efforts to resolve disputes are unsuccessful, either party may request a formal decision by the *Reviewing Official*. The *Reviewing Official* must, within sixty (60) *Days* of receipt of the request for decision, issue a formal decision to the parties in writing. The decision of the *Reviewing Official* shall be binding on the parties unless appealed in accordance with paragraph 8.5.

8.5. **Final Agency Decision.** Either party may appeal the formal decision by the *Reviewing Official* by submitting a request for a final agency decision, along with a complete documentation of the dispute process, to the Office of the Secretary of the Air Force General Counsel for Acquisition (SAF/GCQ) within six (6) months of the issuance of the formal decision by the *Reviewing Official*. The Office of the Assistant Secretary of the Air Force for Acquisition (SAF/AQR) shall promptly notify the parties of the final agency decision in writing. The decision of SAF/AQR or designee shall be final and conclusive and shall be binding on the parties. Nothing in this *Agreement* may be interpreted to deny or limit the right of the parties to thereafter seek relief in federal court.

ARTICLE 9—REPRESENTATIONS

9.1. ***Air Force Activity*.** The *Air Force Activity* hereby represents to *Collaborator* as follows:

9.1.1. **Mission.** The performance of the activities specified by this *Agreement* is consistent with the mission of *Air Force Activity*.

9.1.2. **Authority.** The *Air Force Activity* has obtained, prior to the execution of this *Agreement*, all prior reviews and approvals required by law or regulation. The *Air Force Activity* officials signing and executing this *Agreement* have the requisite authority to do so.

9.1.3. **Statutory Compliance.** The *Air Force Activity*, prior to entering into this *Agreement*, has: (1) given special consideration to entering into CRADAs with small business firms and consortia involving small business firms; (2) given preference to business units located in the United States which agree that products embodying an *Invention Made Under this Collaboration* or produced through the use of such *Invention* will be manufactured substantially in the United States; and (3) taken into consideration, in the event this *Agreement* is made with an industrial organization or other person subject to the control of a foreign company or government, whether or not such foreign government permits United States agencies, organizations, or other persons to enter into CRADAs and licensing agreements with such foreign country.

9.2. **Collaborator.** The *Collaborator* hereby represents to *Air Force Activity* as follows:

9.2.1. **Corporate Organization.** The *Collaborator*, as of the date hereof, is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York. The *Collaborator* is not a Small Business, as defined by the Small Business Administration. The *Collaborator* is not a foreign owned or a subsidiary of a foreign owned entity.

9.2.2. **Statement of Ownership.** The *Collaborator* has the right to assignment of all *Inventions Made* and copyrightable works *Created* by its employees *Under this Collaboration*.

9.2.3. **Authority.** The *Collaborator* official executing this *Agreement* has the requisite authority to enter into this *Agreement* and *Collaborator* is authorized to perform according to the terms hereof.

9.2.4. **Infringement.** The *Collaborator* will not knowingly, without appropriate authorization and consent, infringe any third-party's intellectual property rights in the performance of work *Under this Collaboration*. The *Collaborator* will immediately notify *Air Force Activity* of any potential infringement involving work *Under this Collaboration* upon receipt of a notice of infringement or after otherwise becoming aware of any possible infringement of a third party's intellectual property.

9.2.5. **Lawful Compliance.** The *Collaborator* will perform all activities under this *Agreement* in compliance with all applicable laws, regulations and policies.

9.2.6. **Certification.** Neither *Collaborator* nor any of its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participating in transactions with *Government*, the Department of Defense, or the United States Air Force. The *Collaborator* will promptly notify *Air Force Activity* if such status changes during this *Agreement*.

ARTICLE 10—LIABILITY AND LIMITATIONS

10.1. **Property.** No real or tangible property or equipment may be furnished to the other party unless specifically identified in the *Joint Work Plan*.

10.1.1. All such property and equipment identified in the *Joint Work Plan* is furnished "AS IS" and the parties make NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, for any property or equipment furnished under this *Agreement*.

10.1.2. All *Government* property and equipment furnished to *Collaborator* under this *Agreement* must be returned to *Air Force Activity* on or before the termination or expiration of this *Agreement*. The *Collaborator* shall immediately return or provide immediate access to any *Government* property or equipment provided to it under this *Agreement* that is deemed essential for national security or mission needs at the absolute discretion of the *Reviewing Official*. The unauthorized use of *Government* property can subject a person to fines, imprisonment, or both, under 18 U.S.C. § 641.

10.1.3. The party that has received property or equipment from the other party under this *Agreement* assumes the risk of, and shall be responsible for, any loss of such property or

equipment upon its return, or failure to return when due, to the party providing the property or equipment. All property and equipment provided to the receiving party, unless otherwise specified in the *Joint Work Plan*, shall be returned in the same condition in which it was received, reasonable wear and tear excepted.

10.2. **Intellectual Property.** The parties make NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, including the conditions of the research or any *Invention* or other intellectual property, or product, whether tangible or intangible, provided, *Made, Created* or developed *Under this Collaboration*, or the merchantability, or fitness for a particular purpose of the research or any *Invention* or other intellectual property, or product. The parties further make no warranty that the use of any *Invention* or other intellectual property or product provided, contributed, *Made, Created* or developed *Under this Collaboration* will not infringe any other United States or foreign patent or other intellectual property right.

10.3. **DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

10.4. **No Waiver of Sovereign Immunity.** Notwithstanding any provision to the contrary, *Collaborator* understands and agrees that *Government* will not be liable to any party to this *Agreement*, whether directly or by way of contribution or indemnity, for any claim made by any person or other entity for personal injury or death or for property damage or loss, arising in any way from this *Agreement*, including, but not limited to, the later use, sale, or other disposition of research and technical developments, whether by resulting products or otherwise, whether *Made, Created*, or developed *Under this Collaboration* or contributed by either party pursuant to this *Agreement*, except as provided under the Federal Tort Claims Act (28 U.S.C. § 2671 *et seq.*) or other federal law where sovereign immunity has been explicitly waived.

ARTICLE 11—GENERAL TERMS & PROVISIONS

11.1. **Disposal of Toxic or Other Waste.** The *Collaborator* is responsible for either the removal and disposal from *Air Force Activity* premises of any additional toxic and hazardous materials and wastes over and above amounts or different from types which would be produced during operations of *Air Force Activity* facilities in the absence of this *Agreement* or for the costs associated with such additional removal or disposal, if any. The *Collaborator* must obtain, at its own expense, all necessary permits and licenses as required by local, state, and Federal law and regulation, and will effect such removal and disposal in a lawful and environmentally responsible manner.

11.2. **Force Majeure.** Neither party will be in breach of this *Agreement* for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that party. In the event such a force majeure event occurs, the party unable to perform must promptly notify the other party, and in good faith maintain such part performance as is reasonably possible, and resume full performance as soon as is reasonably practicable.

11.3. **Relationship of the Parties.** The parties to this *Agreement* and their employees are independent contractors and are not agents of each other, joint venturers, partners, or joint parties to a formal business organization of any kind. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter; nor will either party be bound by the acts or conduct of the other. Each party will maintain sole

and exclusive control over its own personnel and operations.

11.4. Publicity/Non-Endorsement. Any public announcement of this *Agreement* must be coordinated between *Collaborator*, *Air Force Activity* and the public affairs office supporting *Air Force Activity*. By entering into this *Agreement*, neither *Air Force Activity* nor the *Government* directly or indirectly endorses any product or service provided, or to be provided, by *Collaborator*, its successors, assignees, or licensees. The *Collaborator* may not in any way imply that this *Agreement* is an endorsement of *Collaborator* or any such product or service.

11.5. Publication or Public Disclosure. The parties agree to confer and consult with each other prior to publication or other public disclosure of information obtained from, or results derived from, collaborative activities *Under this Collaboration* to ensure that no *Background Technology*, *Protected Information*, military critical technology, classified information, export controlled, or other controlled or sensitive information is inappropriately released.

11.5.1. Each party shall provide a complete copy of any such proposed publication or public disclosure to the other party as soon as practicable, subject to the limitations under paragraph 11.5.2, to allow the other party to submit objections to such publication or disclosure and to take suitable steps to secure appropriate protection in a timely manner.

11.5.2. Where submission of a complete copy of the proposed publication or disclosure is limited by law or regulation or where such submission is impractical, the party proposing such publication or disclosure shall provide a summary or description of the relevant information subject to publication or disclosure. Such summary or description shall be as reasonably complete as possible to allow the party to assess the need to protect sensitive information.

11.5.3. Neither party may proceed with such publication or public disclosure within thirty (30) *Days* of providing a copy, summary, or description of such publication or public disclosure under paragraph 11.5.1 or 11.5.2, without the express written consent of the other party.

11.5.4. Failure to object to such proposed publication or disclosure within ninety (90) *Days* after such proposed publication or disclosure was received from the other party, or prior to the actual publication or public disclosure, subject to paragraph 11.5.3, whichever is earlier, shall constitute implied assent to such publication or disclosure.

11.5.5. In all cases, a party proposing to publish or publicly disclose information obtained from the other party that is marked with a restriction limiting the distribution of such information, may not proceed with such publication or public disclosure without the express written consent of the other party.

11.5.6. Under no circumstances shall any review or assent of a proposed publication relieve the publishing party of its obligations under Executive Order 13526, "*Classified National Security Information*," the Arms Export Control Act, or the Export Administration Act.

11.5.7. Subject to the restrictions under paragraph 11.4, any such publication or other public disclosure of work or results *Under this Collaboration* must, unless waived by the other party in writing, include a statement to the effect that the project or effort was made in the performance of a Cooperative Research and Development Agreement with the other party to this *Agreement*.

11.6. **Governing Law.** The construction, validity, performance and effect of this *Agreement* will be governed, for all purposes, by the laws applicable to *Government*.

11.7. **Waiver of Rights.** Any waiver must be in writing and provided to all other parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, will not be deemed a waiver of any rights of any party hereto.

11.8. **Entire Agreement.** This *Agreement* represents the entire agreement of the parties and is the complete and exclusive statement of their agreement.

11.9. **Severability.** The illegality or invalidity of any provision of this *Agreement* will not impair, affect, or invalidate the other provisions of this *Agreement*.

11.10. **Survivability.** All rights and responsibilities incurred under Section I: *Standard Terms and Conditions*, and Article E—*Intellectual Property*, shall survive the expiration or termination of this *Agreement*.

11.11. **Assignment.** Neither this *Agreement* nor any rights or obligations of either party hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party.

11.12. **Controlled Information.** The parties understand that information and materials provided pursuant to or resulting from this *Agreement* may be export controlled or unclassified sensitive and protected by law, executive order, or regulation. Nothing in this *Agreement* may be construed to permit any disclosure in violation of these restrictions.

11.13. **Classified Information.** No classified information will be submitted, received, discussed, or otherwise transferred between the parties under this *Agreement*.

11.14. **Records.** The *Air Force Activity* will maintain a complete record of this *Agreement* in the *Official File*. This record will include, for example, a signed copy of this *Agreement*, legal review, all *Modifications*, *Amendments* and attachments thereto, an archive of all *Background Technology* and *Protected Information* provided by either party—which shall be used solely for the purpose of documenting *Air Force Activity's* obligations under this *Agreement*—and all formal notices received by or delivered to *Collaborator* under Article 12—“*Notices*,” in accordance with 15 U.S.C. § 3710a(c)(6).

11.15. **No Human or Animal Research.** No work performed *Under this Collaboration* will involve human or animal subjects. Absolutely no human or animal research or testing is authorized under this *Agreement* or any *Modification* thereto.

11.16. **Implementation of Operations Security (OPSEC) by *Air Force Activity*.** General OPSEC procedures, policies and awareness are required in an effort to reduce program vulnerability to adversary effort to collect and exploit critical information. OPSEC shall be applied as a protective measure throughout the life cycle of this *Agreement*.

11.17. Access to Air Force Facilities and Government IT Networks.

(a) *Collaborator* employees requiring access to U.S. Air Force bases, AFRL facilities, and/or access to U.S. Government Information Technology (IT) networks in connection with the work on this *Agreement* must be U.S. citizens. For the purpose of base and network access, possession of a permanent resident card (“Green Card”) does not equate to U.S. citizenship. This

requirement does not apply to foreign nationals approved by the U.S. Department of Defense or U.S. State Department under international personnel exchange agreements with foreign governments. Any waivers to this requirement must be granted in writing by the Government (AFRL/CA or AFRL/CZ) prior to providing access. The above requirements are in addition to any other requirements related to obtaining a Common Access Card (CAC).

(b) If an IT network/system does not require AFRL to endorse *Collaborator's* application to said network/system in order to gain access, the organization operating the IT network/system is responsible for controlling access to its system. *Collaborator* must obtain final review and approval from AFRL/CA or AFRL/CZ. If an IT network/system requires a U.S. Government sponsor to endorse the application in order to gain access to the IT network/system, AFRL will only endorse the following types of applications, consistent with the requirements above: (1) *Collaborator* employees who are U.S. citizens performing work under this *Agreement*; or (2) *Collaborator* employees who are non-U.S. citizens and who have been granted a waiver. Any additional access restrictions established by the IT network/system owner apply.

ARTICLE 12—NOTICES

Notices specified in this *Agreement* must be addressed and sent as follows:

12.1. **Formal Notices.** Send formal notices under this *Agreement*, including copyright, invention and patent correspondence, by prepaid, certified U.S. Mail, or by electronic mail with a non-automated confirmation receipt by receiving party (note: If receiving party requires a “wet signature,” that party should not provide confirmation to the sender but should instead indicate the need for an original document), to:

Collaborator

Attn: Chad Lawrence
Aviation Commissioner
660 Hangar Road, Suite 223
Rome, NY 13441
Phone: 315-736-4171
Email: clawrence@ocgov.net

Air Force Activity

Attn: Anna Weeks
AFRL/RIGB
525 Brooks Road
Rome, NY 13441-4505
Phone: 315-330-3936
Email: anna.weeks@us.af.mil

12.2. **Technical Matters.** Send informal correspondence on technical matters to the Technical Point of Contact (TPOC), designated below, by U.S. Mail or electronic mail to:

Collaborator

Attn: Chad Lawrence
Aviation Commissioner
660 Hangar Road, Suite 223
Rome, NY 13441
Phone: 315-736-4171
Email: clawrence@ocgov.net

Air Force Activity

Attn: Michael Muccio
AFRL/RIGB
525 Brooks Road
Rome, NY 13441-4505
Phone: 315-330-7130
Email: michael.muccio@us.af.mil

**SECTION II:
JOINT WORK PLAN**

“Beyond Line of Sight Radar at Stockbridge Test Site”

ARTICLE A—PROJECT DESCRIPTION

A.1. **Executive Summary.** *Collaborator* is working with a consortium of government and private organizations to construct a corridor for commercial Unmanned Aircraft Systems (UAS) activities. This effort requires several beyond line of sight radars (also known as ground sense and avoid radars) that have been purchased by *Collaborator* to be placed in several locations along the corridor from Rome, NY to Syracuse, NY. *Air Force Activity* has several efforts underway to allow for detect and defeat of UAS. The information feed from the beyond line of sight radar would provide data that *Air Force Activity* currently does not have that will be used in counter UAS research. The Stockbridge Test Site is used for many counter UAS experiments and tests. Having this radar at that location will serve both the Oneida County and the counter UAS program.

ARTICLE B—OBJECTIVES

B.1. **Nature of Collaboration and CRADA Objectives.** This collaboration will provide data to the *Air Force Activity* counter UAS team and radar coverage for a commercial UAS corridor for *Collaborator*. *Collaborator* will procure, own, install, maintain and remove one (1) R1400 Gryphon Radar system including any equipment necessary to make the radar fully functional (the “*Radar*”) to be located at a location agreed to by both parties at the Stockbridge Test Site. *Collaborator* will allow *Air Force Activity* access to the *Radar* and the data feed coming from the *Radar*, without exception. This effort will provide *Collaborator* with beyond line of sight tracking for UAS flying in the proposed commercial UAS corridor. *Air Force Activity* will use data from the *Radar* in research and development of counter UAS technologies. Currently there is no system available to track UAS at low levels and this ability is important to both *Collaborator* and *Air Force Activity*. *Collaborator* may use the *Radar* to provide a safe operating environment in the commercial UAS corridor. *Air Force Activity* will use the data from the data link of the *Radar* for research and development of cyber and cyber-enabled capabilities in performing D5 effects (Deny, Disrupt, Degrade, Deceive, Destroy) against commercial off the shelf small UAS.

B.1.1. The parties acknowledge and agree that there may be times when *Collaborator* requires use of the *Radar* for its UAS testing purposes at a location other than the Stockbridge Test Site. Nothing contained herein shall prevent *Collaborator* from temporarily moving and/or removing the *Radar* from the Stockbridge Test Site for such testing, and the same shall not act as a *Modification* or termination of this *Agreement*. In the event *Collaborator* requires such use, it shall give *Air Force Activity* as much advance notice as practicable, but in no event less than forty-eight (48) hours advance notice of the date and length of time the *Radar* will be moved and/or removed.

B.2. **Technology Transfer.** This *Agreement* establishes a beneficial alliance between the *Air Force Activity* and the *Collaborator* in shared facility/equipment usage while creating economies

of scale for the development and cooperation within a unique National UAS corridor. These shared resources enable technical information exchanges that are not possible without this *Agreement* in place. The resulting shared resources and information contribute significantly to both parties' goals and objectives in UAS commercial and military flight operations.

B.3. Benefit to Air Force Mission.

B.3.1. Description of Benefit to *Air Force Activity*. The *Air Force Activity* Counter UAS team will have access to data that normally would not be available. The data from the *Radar* data feed will be used in several research efforts within the Mitigation of UAS program. This type of data has not been available previously and there are not any other avenues open to *Air Force Activity* to obtain this type of data. The data feed will provide information that the Air Force can leverage to further research efforts to detect and track COTS UAS.

B.3.2. Estimated Benefit to *Air Force Activity*. It is difficult to put a dollar amount on the benefit to receiving data feed information for research purposes. The *Air Force Activity* does not currently own ground sense and avoid radars, they are fairly new and useful for UAS operation. The availability of the data feed from one of the *Radar* will directly benefit research in the counter UAS arena. The *Air Force Activity* will not have to invest, as a minimum, \$480,000 in the purchase and installation of equipment to create this capability.

B.4. Benefit to *Collaborator*.

B.4.1. Description of Benefit to *Collaborator*. To obtain access to a secure site that will establish beyond line of sight tracking for commercial UAS. The ability to have an additional site for the *Radar* along the new proposed commercial UAS corridor will contribute toward safety of UAS operations in this up and coming technology field.

B.4.2. Estimated Benefit to *Collaborator*. There is no cost that can be placed on having access to property along the route of a new commercial UAS corridor to place the *Radar* that will keep track of the UAS for safety and accountability reasons. There is no replacement for having access, as this area can't be recreated elsewhere. As such *Collaborator* receives the benefit of no cost for the facilities required to locate the *Radar*.

B.5. Estimated Value of Contributions. In contrast to an estimate of the benefits received, provide an estimate of all resources committed by each party in support of this collaboration.

B.5.1 Estimated Contributions by *Air Force Activity*. The *Air Force Activity* estimates the following contributions toward this *Agreement*:

(1) Personnel / Labor	\$150	80
(2) Services (Electricity)	\$500	/YR
(3) Facilities	\$1,200	/YR
(4) Supplies and Equipment	\$0	n
(5) Intellectual Property	\$0	n
(6) Other Resources	\$0	n
TOTAL	\$13,700	N

B.5.2 **Estimated Contributions by Collaborator.** The *Collaborator* estimates the following contributions toward this *Agreement*:

(1) Personnel / Labor	\$0	n
(2) Services	\$30,000	/YR
(3) Facilities	\$0	n
(4) Supplies and Equipment	\$450,000	ea
(5) Intellectual Property	\$0	n
(6) Other Resources	\$0	n
TOTAL	\$480,000	ea

ARTICLE C—PARTIES AND OTHER PARTICIPANTS

C.1. **Relationship of Parties.** *Air Force Activity* has always had a strong relationship with the *Collaborator*, as the entire property of *Air Force Activity* resides within the Oneida County. *Air Force Activity* and *Collaborator* have similar interests in UAS operations and tracking. *Air Force Activity* has contract UAS research activities that utilize the *Collaborator's* Airfield.

C.2. **Other Participants.** NONE.

ARTICLE D—TECHNICAL TASKS

D.1. *Air Force Activity.*

- Wherever necessary, facilitate coordination with the *Collaborator's* project management team, the Oneida County Commissioner of Aviation, or a designated alternate.
- Coordinate with *Collaborator* to determine the best location for and access to the site for installation and maintenance of the *Radar*.
- Wherever possible, coordinate with *Collaborator* for any lapses in *Radar* operation that may be required due to other activities taking place at the Stockbridge Test Site.
- Access real time data from the *Radar* feed for use in furthering development of AFRL technologies.
- When coordinated in advance, provide *Collaborator* with access to the Stockbridge Test Site for *Radar* installation, maintenance, removal, or any other required activities or tasks.
- Arrange for any necessary training on procedures for access to the Stockbridge Test Site.

D.2. *Collaborator.*

- Wherever necessary, facilitate coordination with the *Air Force Activity* Stockbridge Test Site team.
- Provide the *Radar* at a site that is acceptable to all parties at the Stockbridge Test Site.
- Provide the funding for and perform all required maintenance and upkeep of the *Radar*.
- Provide the capability for real time data from the *Radar* at the Stockbridge Test Site to be accessed and captured by *Air Force Activity* for use in Research and Development programs.

- Coordinate with *Air Force Activity* to schedule maintenance and test activities and any other required Stockbridge Test Site utilization, such as potential UAS launch/recovery activities or locations.

ARTICLE E—INTELLECTUAL PROPERTY

E.1. **Background Technology.** A designation of relevant *Background Technology*, if any, each party brings to this *Agreement* is listed below, along with a detailed description or appropriate citation (e.g., patent number, software version, etc.) for each item and the type of intellectual property protection that applies (e.g., trade secret, copyright, patent or patent application, etc). No *Background Technology* may be added after the *Effective Date* except by *Modification* or *Amendment*.

E.1.1. *Air Force Activity Background Technology.* None.

E.1.2. *Collaborator Background Technology.* None.

E.2. **No Effect on Rights of Background Technology.** Except as provided in paragraph 6.2, the designation of technology as *Background Technology* does not create or establish any rights in *Background Technology*. Nothing in this *Agreement* shall be construed to otherwise alter or affect any rights of either party to any technology listed as *Background Technology* that exist or are modified outside this *Agreement*.

E.3. **Other Privileged or Proprietary Information.** Privileged or proprietary information (e.g., commercial or financial information developed prior to this *Agreement* but not qualifying as *Background Technology*), should be conspicuously marked with the appropriate legend (e.g., “Proprietary Information”) when provided to the other party. The receiving party shall protect such information with at least the same care as it would protect its own trade secret information (or information that would be a trade secret if originating from a non-federal party).

E.4. **Standard Markings.**

E.4.1. *Background Technology.* All *Background Technology* will be identified as such with a marking. For example:

[PARTY NAME] – BACKGROUND TECHNOLOGY

The right to use, modify, reproduce, release, perform, display, disclose or dispose of information revealed herein is restricted in accordance with
CRADA No. 18-RI-CRADA-01

This information shall be protected in accordance with 15 U.S.C. § 3710a(c)(7). Any information subject to this legend may only be reproduced or disclosed if authorized under that agreement and every such reproduction or disclosure must also be prominently marked with this legend.

If you are not permitted to receive this information under that agreement, you must immediately return it to an authorized representative.

Figure 1: Marking of *Background Technology*

E.4.2. **Protected Information.** All *Protected Information* will be identified as such with a marking. For example:

<u>[PARTY NAME] – PROTECTED INFORMATION</u>
<p>The right to use, modify, reproduce, release, perform, display, disclose or dispose of information revealed herein is restricted in accordance with CRADA No. 18-RI-CRADA-01</p>
<p>This information shall be protected in accordance with 15 U.S.C. § 3710a(c)(7). Any information subject to this legend may only be reproduced or disclosed if authorized under that agreement and every such reproduction or disclosure must also be prominently marked with this legend.</p>
<p>If you are not permitted to receive this information under that agreement, you must immediately return it to an authorized representative.</p>

Figure 2: Marking of *Protected Information*

E.4.3. **Future Use of Information subject to *Special Purpose License*.** Use of information developed or *Created Under this Collaboration* and subject to a *Special Purpose License* in a future *Government* procurement, in accordance with paragraph 6.8, will be identified as such with a marking. For example:

<u>GOVERNMENT PURPOSE RIGHTS</u>
CRADA No. [18-RI-CRADA-01]
[Collaborator Name]
[Collaborator Address]
Expiration Date: NONE

Figure 3: Marking of information subject to *Special Purpose License* in future *Government* procurement

ARTICLE F—DELIVERABLES

F.1. **Property and Equipment.** *Collaborator* will provide one *Radar*. *Collaborator* will also provide any maintenance and perform any repairs to the *Radar* as required for successful operation of the same. *Air Force Activity* will provide any required power or communication

required consisting of only existing fiber optics, utility lines or appurtenances that the *Radar* may reside upon. No new utilities or structures of any kind will be provided by *Air Force Activity* to support this installation. *Air Force Activity* will also provide power to operate the *Radar* if required. The *Radar* was purchased on October 11, 2017, and is for all intents and purposes a new piece of equipment. The *Radar* is worth \$450,000. *Collaborator* will be responsible for the transportation/cost of furnishing the *Radar*, when it will be installed at the Stockbridge Test Site, and for removal of same. The anticipated cost of transportation and installation of the *Radar* at the Stockbridge Test Site is \$30,000.

F.2. **Annual and Interim Reports.** The *Air Force Activity* is responsible for ensuring an annual, interim, or final report for this *Agreement* is completed at least once per year (a sample template for an annual report is included in Appendix B). The annual report should be completed with the input of both parties and should include: a summary of activities, issues, and accomplishments; a listing of objectives met, technology developed, and benefits received; and a decision to continue this *Agreement*, based on a finding that this *Agreement* is of mutual benefit and is expected to continue to be beneficial to both parties, or a decision to terminate this *Agreement*. All reports shall explicitly state whether any *Invention* was *Made* by either party under this *Agreement* and, if so, identify each such *Invention*.

F.3. **Final Report.** The final report for this *Agreement* will be completed jointly by *Air Force Activity and Collaborator* and will be completed by the last day of the month following the month of termination or expiration of this *Agreement*.

F.4. **Delivery of Reports.** All reports to be delivered under this *Agreement* shall be delivered to the individuals specified in Article 12—“*Notices*” and maintained in the *Official File*.

F.5. **Other Deliverables.** NONE

ARTICLE G—MILESTONES. *Collaborator* will install the *Radar* by 31 December 2017 and remove the same by 31 December 2022.

**APPENDIX A:
CONFIRMATORY LICENSE**

Cooperative Research and Development Agreement (CRADA) No.: 18-RI-CRADA-01

Licensors (Collaborator):

[Name/Address/E-mail]

Licensee (Air Force Activity):

[Name/Address/E-mail]

The invention identified below was developed under the referenced CRADA with the United States of America, Department of the Air Force. This confirmatory license documents the paid-up, royalty free, irrevocable, non-exclusive license to practice or have practiced for or on behalf of the Government of the United States of America ("Government"), and hereby grants to Government the irrevocable power to inspect and make copies of the patent application identified below.

Title of Invention:

Name of Inventor(s):

Patent Application Filing Date:

Serial No.:

I certify that I am a duly authorized representative of Licensors.

Date

[Name]

[Title]

[Address]

[Phone/E-mail]

APPENDIX B:
ANNUAL REPORT TEMPLATE

[*Air Force Activity*]
[*Collaborator*]

“Beyond Line of Sight Radar at Stockbridge Test Site”

CRADA Annual Report

[1 Oct 2017] — [30 Sep 2018]

The CRADA between *Air Force Activity* and *Collaborator* was executed on [CRADA Effective Date] for a term of [term] months. All milestones have been met and the projects specified in the *Joint Work Plan* have been proceeding as planned. The parties consider the CRADA to be a successful collaboration.

1. Funds. During the past year, what payments, if any, were provided by *Collaborator* to *Air Force Activity*, and when were they received? Specify the total funds received under the CRADA to date.

Payments received by Air Force:

- (1) \$ n on [date 1st payment received].
- (2) \$ m on [date 2nd payment received].

Total funds received by Air Force in [Report Year]: \$ N.

Total funds received by Air Force under the CRADA to date: \$ M.

2. Equipment. During the past year, what equipment or material was provided under the CRADA by either party, and when was it transferred?

No equipment was provided by either party during the past year.
[Or provide list of equipment]

3. Inventions. During the past year, identify any *Inventions* made under the CRADA, and when they were reported to the other party.

None.
[Or provide list of *Inventions*]

4. Technology Transfer. Identify the benefits of Technology Transfer to the Air Force during the past year (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Provided Air Force with a new capability | <input type="checkbox"/> Developed new technology |
| <input type="checkbox"/> Reduced Air Force manpower requirements | <input type="checkbox"/> Improved technology or software |

- | | |
|--|---|
| <input type="checkbox"/> Saved Air Force resources (other than manpower) | <input type="checkbox"/> Assisted in the development of the future workforce |
| <input type="checkbox"/> Developed relationship in local community | <input type="checkbox"/> Increased Technology Readiness Level (TRL) of Technology |
| <input type="checkbox"/> Developed relationship in S&T community | |
| <input type="checkbox"/> Facilitated investment strategy | <input type="checkbox"/> Facilitated commercialization |
| <input type="checkbox"/> Increased Manufacturing Readiness Level (MRL) | |

5. Estimated Value of Contributions. During the past year, the parties estimate the approximate value of their contributions under this *Agreement* as follows:

a. The *Collaborator* contributions:

(1) Personnel / Labor	\$	n
(2) Services	\$	n
(3) Facilities	\$	n
(4) Supplies and Equipment	\$	n
(5) Intellectual Property	\$	n
(6) Other Resources	\$	n
(7) Funds	\$	n
<hr/>		
TOTAL	\$	N

b. The *Air Force Activity* contributions:

(1) Personnel / Labor	\$	n
(2) Services	\$	n
(3) Facilities	\$	n
(4) Supplies and Equipment	\$	n
(5) Intellectual Property	\$	n
(6) Other Resources	\$	n
<hr/>		
TOTAL	\$	N

6. Description of Activities. [Provide a detailed description of the activities completed under the CRADA during the past year. Include any completed milestones.]

7. Issues / Areas of Concern. [Describe any significant problems or issues.]

8. Recommendation. We recommend the CRADA effort continue to expiration. No extension of time is anticipated at this point.

Signature of
Air Force Activity TPOC

Date

**SECTION III:
SIGNATURES**

I. Expiration. This *Agreement* expires sixty (60) months from the *Effective Date* unless duly modified in accordance with Article 7—“*Term of Agreement, Modifications & Termination*,” and attached hereto.

II. IN WITNESS WHEREOF, the parties with signature authority have executed this *Agreement* in duplicate, or authorized electronic format, through their duly authorized representatives as follows:

Collaborator***Air Force Activity***

ANTHONY J. PICENTE, JR.
Oneida County Executive
apicente@ocgov.net

JOSEPH CAMERA
Chief, Exploitation and Operations
joseph.camera@us.af.mil

*Signature*_____
*Date*_____
*Signature*_____
Date

III. Action by *Reviewing Official*. This section is completed at the discretion of the *Reviewing Official*. The *Reviewing Official* must complete this section within thirty (30) *Days* of the date of *Air Force Activity*'s signature above to disapprove or require modification of this *Agreement*.

- This *Agreement* is hereby **APPROVED**.
- This *Agreement* is hereby **DISAPPROVED**.*
- This *Agreement* **REQUIRES MODIFICATION**.*

* An explanation is required by law if *Agreement* is disapproved or requires modification.

DANIEL S. GODDARD, SES_____
*Name of Air Force Reviewing Official*_____
Director, Information Directorate_____
*Title*_____
*Signature*_____
Date



Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

January 22, 2018

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

FN 20 18-089

AIRPORT

WAYS & MEANS

Dear County Executive Picente:

New York State through its State and Municipal Program (SAM) has announced the winners of this current round of funding for capital projects. New York State is offering \$300,000 to proceed with the Design and Construction of an UAS Mobile Operations Center (MOC).

This grant will provide a self-contained, Field Deployable Mobile Operations Center complete with a ground station, mobile workshop and ground support equipment. This highly customized MOC provides the self-sufficiencies required to operate from virtually any location. There are no County Dollars involved in this project.

I therefore request approval for the following:


- A.) Approval of the State and Municipal Program (SAM) Grant.
- B.) Establishment of **Capital Project H-577- Griffiss Airfield - UAS Mobile Operations Center**
- C.) Funding for Capital Project H 577- as follows:

H - 577 - State Grant (ESD)	\$300,000
--	------------------

If you agree with this request, please forward to the Board of Legislators for consideration at their next meeting.


Thank you for your time and attention to this request.

Sincerely,


Chad Lawrence
Commissioner of Aviation

CC: Comptroller
County Attorney
Budget



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

Anthony J. Picente, Jr.
County Executive
Date 3-1-18

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY**

Name of Proposing Organization: NYS Grants Administration DASNY
515 Broadway
Albany, NY 12207

Title of Activity or Service: Incentive proposal

Proposed Dates of Operation: Upon execution through 2019

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services

This project will consist of the Design and Construction of a UAS Mobile Operation Center.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$300,000 **Account #** H-577

Oneida County Dept. Funding Recommendation: \$300,000

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

Federal: \$ **State:** \$300,000 **County:** \$

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:



DASNY

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

GERRARD P. BUSHELL, Ph.D.
President & CEO

January 12, 2018

VIA REGULAR MAIL

Mr. Chad Lawrence
Deputy Commissioner of Aviation
County of Oneida
800 Park Ave
Utica, NY 13501

*Re: State and Municipal Facilities Program ("SAM")
Creation of a UAS Mobile Operation Center
Project ID: #11705*

Dear Mr. Lawrence:

As you know, the State has awarded the County of Oneida ("Grantee") a State and Municipal Facilities Program ("SAM") grant for the above-referenced project in the amount of \$300,000 (the "Grant").

DASNY will be undertaking a number of reviews as outlined in the attached Frequently Asked Questions (FAQs). ***Please read the FAQs. They provide information you will need throughout the grant administration process.***

This letter explains the documentation you will need to complete and return to DASNY. ***Please return the completed documentation described below within thirty days or send an email to grants@dasny.org to let us know when you anticipate being able to return the information.***

To initiate the review process, enclosed you will find the "**Project Information Sheet**" for your SAM Grant. Please complete the four (4) sections in the attached Project Information Sheet, sign and date the Project Information Sheet certifying that the information you provided to DASNY is true and correct. Even if some of the information has been submitted to other parties previously, the enclosed Project Information Sheet and attachments must be provided to DASNY.

In addition, as part of the legal review of your Grant, DASNY will need you to complete and return the following documents. The documents and their purposes are summarized below.

CORPORATE HEADQUARTERS
515 Broadway
Albany, NY 12207-2964

T 518-257-3000
F 518-257-3100

NEW YORK CITY OFFICE
One Penn Plaza, 52nd Floor
New York, NY 10119-0098

T 212-273-5000
F 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, NY 14202-1109

T 716-884-9780
F 716-884-9787

DORMITORY AUTHORITY STATE OF NEW YORK

**WE FINANCE, BUILD AND
DELIVER.**

www.dasny.org



Note: An Authorized Officer is someone who can bind the Grantee to a contract. Please contact the Grantee’s attorney if there are any questions as to who can sign on behalf of the Grantee. By signing these documents, the person signing is certifying that they are authorized to bind the Grantee to the terms of the documents.

Grantee Certification

- Certain laws prohibit the use of public funds to finance religious programs or programs that may favor one religion over another. As the issuer of the bonds that will finance the project to be funded with Grant funds, DASNY must verify that it is in compliance with all applicable Federal and State laws and regulations.

Accordingly, please review the attached Grantee Certification (at the end of this letter) to ensure it accurately states the purposes for which the Grant funds will be used. Please arrange for two Authorized Officers of your organization to sign the Grantee Certification.

Project Certification

- As the issuer of the bonds that will finance the project to be funded with Grant funds, DASNY must verify that it is in compliance with all applicable Federal and State laws and regulations. This includes verifying that Grant funds will not be used for a project that was previously funded with Grant proceeds, administered by DASNY, for substantially the same project at the same location as described in a Preliminary Application or Project Information Sheet DASNY processed within the last six (6) years.

Accordingly, please review the attached Project Certification (at the end of this letter) and arrange for an Authorized Officer of your organization to sign the Project Certification.

W-9 Form

- This form is utilized to set up the Grantee as a vendor in the DASNY’s financial system. The Grantee’s Federal Employer Identification Number (FEIN) or Taxpay Identification Number (TIN) is required to make payment. Please be sure that the FEIN number and Legal Organization name (as well as any d/b/a) is accurately reflected on the W-9. The Legal Organization name and FEIN should match the Legal Organization name and FEIN that the Internal Revenue Service has on file for the Grantee which should also correspond with the Grantee’s Incorporation Papers.



Grantee Questionnaire (GQ)

- As the trustee of public funds, DASNY needs to be certain that bond proceeds are paid only to organizations that are deemed to be responsible entities. Full and accurate responses on the GQ will help to achieve this goal. The GQ must be completed, signed by an Authorized Officer of the Grantee, Chair of the Board (or other Authorized Officer) and each signature must be notarized by a New York State Notary Public before DASNY can process the grant. Please be advised that the GQ will be incorporated into the Grant Disbursement Agreement (the contract between DASNY and the Grantee) and that the submission of false information on the GQ could be a violation of Federal and State Penal Laws.

Evidence of Site Control

- Site control is required to evidence that the Grantee has sufficient authorization and control to undertake the project at the project location. In order to verify the Grantee owns, leases, or otherwise has control over the site where the project will be located, please provide a copy of the deed, lease, or other document evidencing site control by the Grantee. In the case of a vehicle purchase, title and registration will be needed at the time that requisitions for Grant funds are submitted. DASNY will also need to know the location for where the vehicle will be kept

Financial Documentation

- Please send a copy of quotes, proposals, cost estimates or any other document that will justify the overall project value. As part of DASNY's financial review of the project, we must receive an estimate setting forth the projects costs necessary to complete the project. If the cost estimate is higher than the value of the grant, DASNY will need to see evidence of the other source(s) of funding for the project. Please see the attached checklist as a reference for what is needed for the financial review.

In addition to the above, an Environmental Manager from DASNY's Office of Environmental Affairs (OEA) will be contacting you regarding the environmental review required pursuant to the State Environmental Quality Review Act (SEQRA). If another agency, such as a municipality, has previously undertaken an environmental review for this project, you will be asked to set forth the lead agency for the review and provide a copy of its SEQR determination. If DASNY is the lead agency for the review, or the project to be funded with the grant is a Type II project, OEA will work with you to complete the required documentation.

For your convenience, we have enclosed a form cover letter for you to use when you return the completed documents to DASNY. Emailing your documents to Grants Administration staff will not expedite the process, so please send the package as directed to the address noted in the template cover letter. **Incomplete documents will delay the processing of your Grant application.** You will be contacted during the review process if additional information is needed.



DASNY

Page 4

In the meantime, please review the enclosed list of **Frequently Asked Questions**. This list was designed to answer many of the questions that you may have about the Grant process. **Please keep this document to use as a reference during the administration of the Grant.**

Should you have any questions concerning the enclosed documentation, please email grants@dasny.org and someone from Grants Administration will contact you.

Sincerely,

Sarah D. Antonacci
Assistant Director, Grants Administration

Enc.

cc (w/out enc.): Mr. Shawn MacKinnon, NYS Senate Finance Committee
Sara Richards, Esq., DASNY

**STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM
(SAM)
PROJECT INFORMATION SHEET**

SECTION 1: GENERAL INFORMATION

A. Project Name: *VAS Mobile operations Center (MOC)*

Project Location: *Guthrie International Airport*

660 Hangar Road Suite 223 Rome NY 13441

B. Organization / Grantee:

Legally Incorporated Name: *County of Oneida*

Street (not P.O. Box): *100 Park Ave*

City: Zip: County: *Utica NY 13*

Phone: *315.*

Ext:

Fax:

E-mail:

Contact Name & Title: *Chad Lawrence Commissioner of Aviation*

Federal Taxpayer I.D./Charity Reg.# (Non-profits Only):

1. Type of Organization:

- | | |
|--|--|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Public Housing Authority |
| <input type="checkbox"/> State | <input type="checkbox"/> Public Library or Library System |
| <input checked="" type="checkbox"/> Municipal Corporation | <input type="checkbox"/> Fire District / Commission / Department /
Volunteer Rescue & Ambulance Squad |
| <input type="checkbox"/> Water District | <input type="checkbox"/> Public Park Conservancy or Not-for-Profit Investment in Parks |
| <input type="checkbox"/> University / Educational Organization (SUNY,
Community College, Private) | <input type="checkbox"/> Special Act School Districts |
| <input type="checkbox"/> Sewer District | <input type="checkbox"/> School for the Blind and Deaf and Other Students with Disabilities (4201 Schools) |
| <input type="checkbox"/> Metropolitan Transportation Authority | <input type="checkbox"/> Private School for Students with Disabilities (853 Schools) |
| <input type="checkbox"/> Public School District | <input type="checkbox"/> Other |

2. a) Is the organization currently seeking or receiving any other New York State assistance for this project? No Yes

b) Is the SAM Grant a match to receiving the Other New York State Assistance? No Yes

If either a or b is Yes, please provide a detailed explanation on an attached separate sheet.

SECTION 2: PROJECT DESCRIPTION**Project Description and Amount**

1. Please attach a **separate sheet** with a detailed description of the specific capital project that will be undertaken and funded pursuant to this Grant.

2. Project Start Date: *upon Execution* Anticipated Date of Project Completion: *Sept 2018*

3. Please list the anticipated amount of funding to be received from the SAM Program for this project.

\$ 300,000

4. Will any entity other than the Grantee set forth in Section 1, above, be paying any project related costs? No Yes

If Yes, please attach a separate sheet setting forth the costs to be paid by another entity, as well as a description of the relationship between the Grantee and the other entity.

5. Does the Applicant own the site where the project will be located? No Yes

If No, please attach a separate sheet describing the control the Applicant has over the Project site.

If Yes, please provide the signed Real Property Certification included.

6. Does the applicant plan to occupy 100% of the project facility? No Yes

If No, attach a schedule explaining the planned occupancy.

7. If an organization other than the Grantee will have an interest in the equipment or real property purchased with Grant funds, please attach a separate sheet describing the legal relationship between the Grantee and the organization.

8. Does the project require environmental or other regulatory permits? If Yes, please specify type: No Yes

Have they been secured? No Yes NA

If No, please specify why:

9. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA)?

No Yes NA

If Yes, please set forth the lead agency for the review and provide a copy of the negative declaration, findings statement, or Type II memo issued by the lead agency.

SECTION 3: ELIGIBILITY FOR TAX-EXEMPT FINANCING

1. Has the applicant previously received financing from the sale of tax-exempt bonds for this project? No Yes

If Yes, attach a schedule describing the details of such financing.

2. Does the applicant anticipate applying for financing for this project from the sale of other bonds? No Yes

3. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made?

No Yes

If Yes, attach a schedule showing details of such disbursements (date, purpose, payee, etc.).

4. Will the Grantee be utilizing internal labor for any portion of the project? No Yes

If Yes, attach a narrative summarizing the usage and dollar value of internal labor on the project. Internal labor costs will not be reimbursed from SAM Grant proceeds.

SECTION 4: PROJECT BUDGET

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

<u>USE OF FUNDS</u>	<u>SOURCES</u>						<u>TOTAL</u>
	State		In-Kind /Equity /Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)*		
Tasks	Entity Name	Amount	Source Name	Amount	Entity Name	Amount	
UNIS Mobile Operation Center	Queens County (SAM)	\$300,000					300,000
Total:							

I hereby certify that the information in this Project Information Sheet is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.

Signature of Authorized Officer

Date

Print Name

Title

GRANTEE CERTIFICATION

County of Oneida

Creation of a UAS Mobile Operation Center

Project ID: #11705

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY that:

- The County of Oneida has applied for a State and Municipal Facilities Program (“SAM”) Grant in the amount of \$300,000. This Grant will be used for the creation of a UAS Mobile Operation Center. We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation and that the Grant Disbursement Agreement to be executed in connection with this Grant contains a provision that states that Grant funds may not be used to finance a program or project that will in any way promote or facilitate religious worship, instruction or proselytizing. We have been informed that this provision exists to ensure compliance with Federal and State law. Therefore, as Authorized Officers of the County of Oneida, we hereby certify the following in connection with the project to be financed by the Grant:
 - no religious purpose shall be advanced or promoted by the project or program funded by the Grant;
 - the project or program will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way by public funds;
 - the project or program shall be open to all without regard to religion; and
 - the Grantee shall take affirmative steps to ensure that information is widely disseminated with respect to the following aspects of the project or program:
 - the project or program is publicly funded;
 - the project or program is open to all, regardless of religious affiliation; and
 - the project or program beneficiaries are not limited to any particular sect or group.
- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award a SAM Grant to the County of Oneida.
- We have the authority to submit this certification on behalf of the County of Oneida.
- By signing these documents, I certify that I am an authorized officer for the Grantee.

Authorized Officer Signature

Printed Name

Date

Title

Authorized Officer Signature

Printed Name

Date

Title

PLEASE PRINT ON ORGANIZATIONAL ("GRANTEE") LETTERHEAD

Grants Administration
DASNY
515 Broadway
Albany, NY 12207

*SUBJECT: State and Municipal Facilities Program ("SAM")
Creation of a UAS Mobile Operation Center
Project ID: #11705*

Dear Grants Administration:

Enclosed please find the following documents in connection with the SAM Grant awarded to our organization:

1. Completed Project Information Sheet signed by an authorized officer;
2. Completed Grantee Certification signed by two (2) authorized officers;
3. Completed Project Certification signed by an authorized officer;
4. Completed and signed W-9 with correct Legal Organization name and Tax ID Number filled in;
5. Completed Grantee Questionnaire signed by two (2) authorized officers and notarized;
6. Evidence of Site Control;
7. Financial documentation; and
8. SEQRA documentation

If any further information is needed or if you have any questions, please give [Grantee Contact Person] a call at ()_____.

Signature

Print Name

Title

Enclosures

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
County of Oneida

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the US)

5 Address (number, street, and apt. or suite no.)
800 Park Ave

6 City, state, and ZIP code
Utica, NY 13501

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

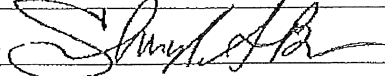
Social security number									
OR									
Employer identification number									
1	5	-	6	0	0	0	4	6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 11/4/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



DASNY

Grant Programs

Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

- 1. GRANTEE (LEGALLY INC. NAME): County of Oneida
2. FEDERAL EMPLOYER ID NO. (FEIN): 15-6000460
3. D/B/A - DOING BUSINESS AS (IF APPLICABLE): Golfless International Airport
COUNTY FILED:
4. WEBSITE ADDRESS (IF APPLICABLE): www.ocgov.net
5. BUSINESS E-MAIL ADDRESS: clarence@ocgov.net
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 660 Hangar Road, Suite 223 Rome, NY 13441
7. TELEPHONE NUMBER: 315 736 4171 7. FAX NUMBER: 315 736 0568
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE? [] YES [] NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire:

- 9. AUTHORIZED CONTACT:
NAME: Anthony J. Puente, Jr.
TITLE: County Executive
TELEPHONE NUMBER: 315 998-5800 FAX NUMBER: 315 798-2390
E-MAIL:

10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS?

Grantee FEIN: _____

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) BUSINESS CORPORATION
- b) PUBLIC RESEARCH INSTITUTION
- c) ACADEMIC RESEARCH INSTITUTION
- d) NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: _____
- g) LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) MUNICIPALITY
- i) UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) OTHER – SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:

YES NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? YES NO
IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? YES NO
IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? YES NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. _____.

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? YES NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

YES NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. N/A

3. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL GRANTS RECEIVED FROM FEDERAL, STATE, AND LOCAL ENTITIES TO FUND ALL OR A PORTION OF ANY COMPONENT OF THE PROJECT WITHIN THE PAST 5 YEARS. N/A

4. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? YES NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? YES NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? YES NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? YES NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? YES NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? YES NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? YES NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? YES NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? YES NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? YES NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? YES NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? YES NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? YES NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS YES NO
 - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION YES NO
 - COVERAGE OR CLAIM REQUIREMENTS YES NO
 - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) YES NO
 - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS YES NO
 - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS YES NO
 - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? YES NO
 - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? YES NO

FOR EACH YES ANSWER TO QUESTIONS 4 A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

5. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

- (a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY? YES NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: _____

- (a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? YES NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: _____

- (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: _____

- (c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: _____

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? YES NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: _____

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: _____

IF CLOSED, PROVIDE THE DATE CLOSED: _____

7. DOES GRANTEE HAVE THE FINANCIAL RESOURCES (IN EXCESS OF THE GRANT) TO FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET? YES NO N/A, PROJECT IS FULLY FUNDED BY GRANT.

IF YES, PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE SOURCE(S) OF THE ADDITIONAL FUNDS NECESSARY TO COMPLETE THE PROJECT, THE TIMING OF THE AVAILABILITY OF THE FUNDING, AND A CONTACT PERSON FOR EACH SOURCE. PLEASE BE ADVISED THAT DASNY MAY CONTACT ONE OR MORE OF THE LISTED SOURCES TO VERIFY FUNDING AVAILABILITY.

IF NO, INDICATE HOW THE GRANTEE WILL FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET AND THE TERMS OF THE GRANT DISBURSEMENT AGREEMENT.

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

Signature of Authorized Officer

Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Printed Name of Authorized Officer

Print Name of Chair of the Board of Grantee
(or other Authorized Officer)

Title of Authorized Officer

Approved
ONEIDA COUNTY ATTORNEY
By *Amanda Lynn Carter* *by PMR*

Sworn to before me this ____ day
of _____, 201__.

Sworn to before me this ____ day
of _____, 201__.

Notary Public

Notary Public

AFFIDAVIT OF NO CHANGE

Note: If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please sign and notarize this Affidavit of No Change Form and submit it along with your most recent copy of the previously submitted Grantee Questionnaire.

If you have never filled out a Grantee Questionnaire you do not have to complete this form.

DASNY

GRANTEE:

The undersigned, being duly sworn, deposes and says:

1. I am an officer of _____

_____ (hereinafter the "Grantee"),
which is currently entering in a Grant Disbursement Agreement with DASNY.

2. Grantee previously submitted a DASNY Grantee Questionnaire within the past six months notarized by the Grantee on _____ in connection with the _____ (Grant Program) for _____ (Project).

3. Attached is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

4. I hereby certify that there has been no material change in the information pertaining to the Grantee Questionnaire:

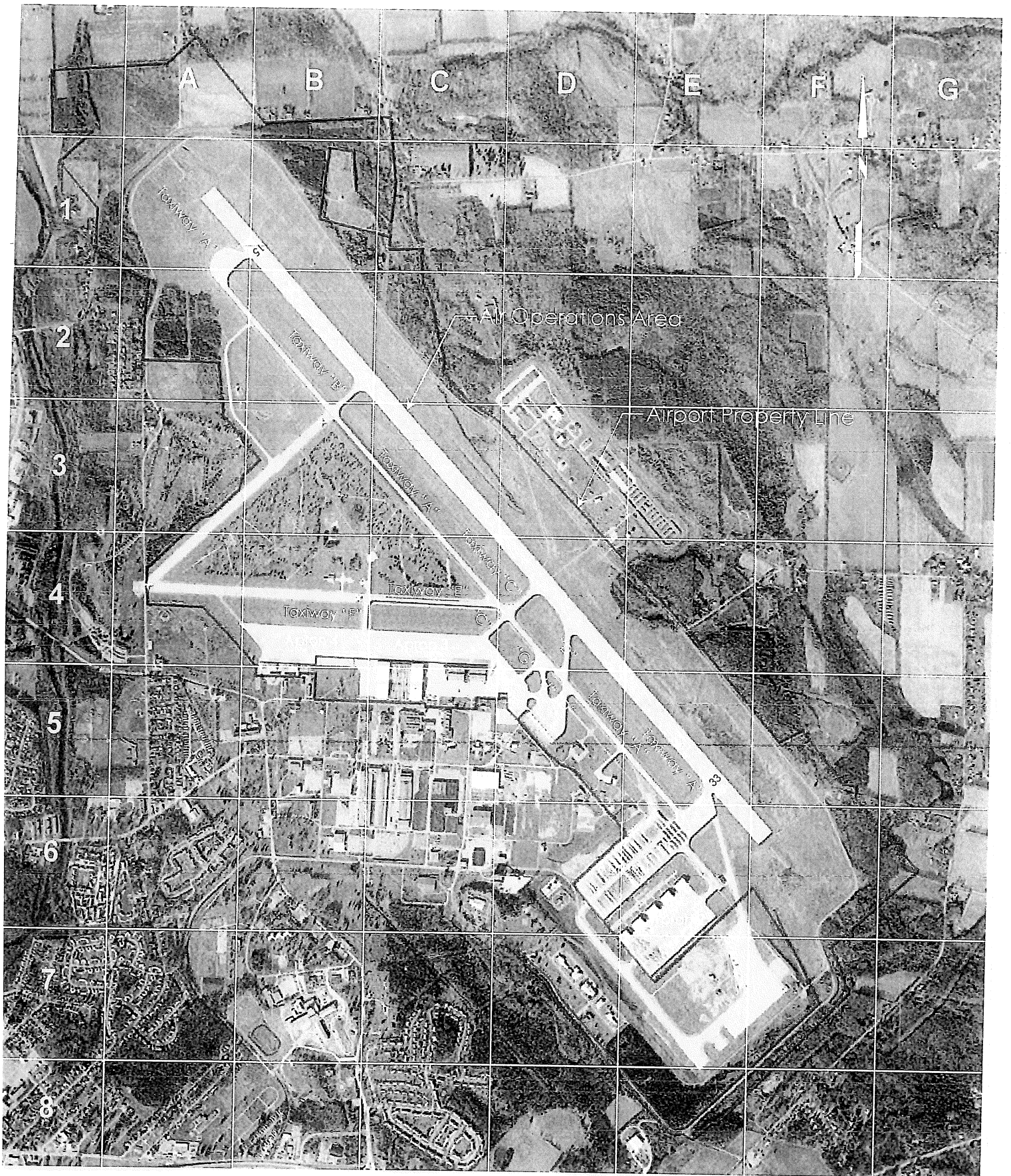
NAME

TITLE

Sworn before me this

_____ day of _____,

Notary Public



Oneida County - Griffiss International Airport

Project Information – NY UAS Test Site Command & Control Center

The project included in this summary will enhance the continued efforts and operational capabilities of Griffiss International Airport in the continued development of UAS Operations Center command and control (C2) capability while enhancing analysis processes during UAS operations.

The Mobile Operations Center (MOC) is a self-contained, field deployable UAS Command Center complete with Ground Control Station, provisions for UAS transport, mobile workshop and ground support equipment. This highly customized mobile operations center provides the self-sufficiency required to operate a UAS from virtually any location. Designed with Preplanned Product Improvement (P3I) practices to facilitate the ease of quality upgrades, this system can support the rapid integration of customer unique systems, sensors and equipment.

The procurement of the C2 systems will further enable the UAS Test Site ability to conduct beyond visual line of site operations while simultaneously collecting safety data to assist the FAA and NASA with the accomplishment of the unmanned aircraft system traffic management efforts.

The timing of this project is crucial as this aligns with Governor Cuomo's corridor announcement in November and President Trumps recent announcement of his UAS Pilot Program.

Command and Control Equipment

- Purchase of C2 equipment to build a mobile operation center (MOC).
- Estimated Project Cost: \$300,000.00



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

February 16, 2018

Mr. Michael C. Lawrence, Jr.
Commissioner of Aviation
Griffiss International Airport
660 Hangar Road, Suite 223
Rome, NY 13441

Re: Griffiss International Airport
Mobile Operations Center Project

File: 146

Dear Mr. Lawrence:

The New York State Environmental Quality Review Act (SEQR), 6 NYCRR 617, effective August 1, 1975, is a process that introduces the consideration of environmental factors into actions that are directly undertaken, funded or approved by local, regional and state agencies. An action defined under SEQR may be one or a combination of activities that an agency may have jurisdiction over.

Upon review of the above referenced project at Griffiss International Airport, it is our understanding that the project can be classified as a Type II Action under SEQRA 6 NYCRR 617, 617.5 (c)(25). There is no further coordinated review required with a Type II action. This letter should be filed according to the Oneida County Lead Agency standard procedures.

If you have any questions or concerns related to the above-mentioned information, please do not hesitate to call me or Ralph Napolitano at this office.

Very truly yours,

C&S ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Bryan A. Bayer'. The signature is fluid and cursive.

Bryan A. Bayer, PWS, CE
Managing Environmental Scientist

Enc.

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 Joseph
Holly Matthews
John Sharrino

January 31, 2018

FN 20 18-090

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

PUBLIC SAFETY

WAYS & MEANS

Re: Domicile Restriction Electronic Monitoring Equipment
Maintenance and GPS Contract

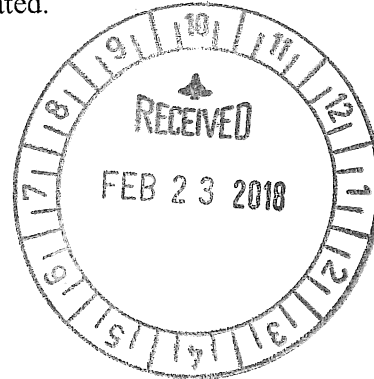
Dear Mr. Picente:

Attached is our 2018 Maintenance Agreement for our 55 Domicile Restriction Units and our GPS equipment which assists the Department in diverting individuals on probation and juvenile offenders on domicile restriction from incarceration and/or detention.

Your support of our efforts continues to be most appreciated.

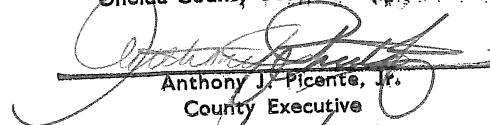
Very truly yours,


DAVID TOMIDY
PROBATION DIRECTOR



DT:kas
Attachment

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


Anthony J. Picente, Jr.
County Executive
Date 2/23/18

Oneida Co. Department: Probation

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

**Oneida County Board of Legislators
Contract Summary**

Name & Address of Vendor: BI Incorporated
6265 Gunbarrel Avenue, Suite B
Boulder, Colorado 80301

Title of Activity or Service: Electronic Monitoring of Adult and Juvenile Offenders

Proposed Dates of Operation: January 1, 2018 – December 31, 2018

Client Population/Number to be Served: 125 individuals

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Maintenance of our Domicile Restriction equipment for adult and juvenile offenders.
- 2) **Program/Service Objectives and Outcomes:** Utilize Domicile Restriction Units and GPS equipment to monitor 125 defendants, with 110 being successfully diverted from incarceration/detention.
- 3) **Program Design and Staffing:** Two Probation Officers and One Probation Assistant to run the Program.

Total Funding Requested: \$14,366.00

Account #: A3141.493

Oneida County Department Funding Recommendation: \$14,366.00

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

Cost Per Client Served: \$115.00

Past Performance Data: We have exceeded our projections and objectives for the past 7 years.

O.C. Department Staff Comments: Domicile Restriction is a cost-effective strategy that assists us in our efforts to support Public Safety.

EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT

Agreement No. 102517LF1

This Agreement ("Agreement") is made by and between BI INCORPORATED, a corporation organized under the laws of the State of Colorado, with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and ONEIDA COUNTY THROUGH IT'S PROBATION DEPARTMENT with its principal place of business at 321 Main Street, Utica, NY 13501 (hereinafter "Customer").

WHEREAS, Customer has determined that a present need exists for the maintenance and support services contemplated herein, and

WHEREAS, Customer is authorized to enter into this Agreement by the laws and regulations to which Customer is subject; and

WHEREAS, Customer and BI agree that the terms and conditions of this Agreement apply to the services purchased hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. EXTENDED WARRANTY AND SUPPORT SERVICES

Customer is entitled to receive those maintenance and support services as further described in the attached Warranty and Support Coverage sheet(s) (the "Coverage") for that equipment as set forth in Exhibit A (the "Equipment").

- | | |
|--|---|
| 2. AGREEMENT TERM: | 12 Months |
| 3. EFFECTIVE DATES OF COVERAGE: | January 1, 2018 Through December 31, 2018 |
| 4. TOTAL ANNUAL COST OF COVERAGE: | \$14,366.00 |
| 5. MONTHLY PAYMENT: | \$1,197.13 for the first month
\$1,197.17 for the last 11 months |
| 6. SCHEDULE OF COVERED EQUIPMENT: | See Exhibit A |
| 7. DISPOSABLE SUPPLIES: | |

For every year (twelve month period) of the Term hereof, Customer is entitled to four (4) HG-2223 Anti-tamper straps, four (4) HG-2221 Male/female latch sets, and one (1) HG-2222 battery per Transmitter/Receiver covered hereunder per complete HomeGuard Unit or per Transmitter covered separately.

8. LIMITATION OF LIABILITY

BI's entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether contract, warranty or tort (including negligence), shall be limited to the aggregate payments made hereunder that is the subject matter of or is directly related to the cause of action. The foregoing limitation will not apply to claims by third parties for personal injury or property damage arising out of the negligence of BI.

IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF USE OF THE EQUIPMENT, PERFORMANCE OF SERVICES PROVIDED UNDER THIS AGREEMENT, OR ARISING OUT OF CUSTOMER'S FAILURE TO PERFORM ANY OF ITS RESPONSIBILITIES HEREUNDER. IT WILL BE CUSTOMER'S RESPONSIBILITY TO ADEQUATELY SAFEGUARD ITS DATA USED IN CONJUNCTION WITH EQUIPMENT.

9. GENERAL

Without the prior written consent of BI, Customer shall not assign or transfer this Agreement.

The entire Agreement between the parties with respect to the subject matter hereof is contained in this Agreement. There are no understandings, representations or warranties expressed or implied, not specified herein, respecting this Agreement or the services furnished hereunder. BI shall not be liable for any failure or any delay in performance hereunder if such failure or delay is due, in whole or in part, to any cause beyond its control. Any pre-printed terms and conditions of any purchase order issued in connection with this Agreement or maintenance service of the Equipment shall be superseded by the terms and conditions of this Agreement and of no force and effect. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Such termination will require a written notice as described herein.

Customer shall pay any and all applicable state and local taxes that may be due from this Agreement.

Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Customer agrees that BI may withhold Coverage services to Customer if Customer's account with BI is delinquent.

This Agreement shall not be deemed or construed to be modified or amended, in whole or in part, except by written amendment signed by the parties hereto.

Either party may cancel this Agreement at any time, without cause, with thirty (30) days prior written notice.

Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of this Agreement. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of an action for non-payment, more than two years from the date payment was due.

Customer has read this Agreement and understands that the terms and conditions apply fully to all documents made a part of this Agreement and acknowledges that it understands and is bound by this Agreement.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF BI AT ITS PRINCIPAL PLACE OF BUSINESS.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this Agreement on behalf of Customer.

BI INCORPORATED

Ruth Skerjanec
Signature

Ruth Skerjanec
Printed Name

VP, Financial Planning
Printed Title

02/02/2018
Date

ONEIDA COUNTY THROUGH IT'S PROBATION DEPARTMENT

David Tomidy
Signature

DAVID TOMIDY
Printed Name

DIRECTOR
Printed Title

2/6/18
Date

ONEIDA COUNTY EXECUTIVE

Signature

Printed Name

Printed Title

Date

EXHIBIT A
to the
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No. 102517LF1 ("Agreement")
between
BI INCORPORATED ("BI")
and
ONEIDA COUNTY THROUGH IT'S PROBATION DEPARTMENT ("Customer")

Quantity Model	Serial #'s	Annual Unit Cost	Coverage Start Date	Coverage Expiration Date	Annual Cost of Coverage
----------------	------------	------------------	---------------------	--------------------------	-------------------------

FIELD EQUIPMENT - The Coverage for the following Equipment is as set forth on the Field Equipment Warranty and Support sheet which is attached hereto and made a part hereof.

16	HG-200 Unit	See Exhibit B	\$104.00	01/01/2018	12/31/2018	\$1,664.00
35	HG-206 Unit	See Exhibit B	\$354.00	01/01/2018	12/31/2018	\$12,390.00
4	HG-200 Unit – Base Station Only	See Exhibit B	\$30.00	01/01/2018	12/31/2018	\$120.00
2	HG-2220 Drive-BI	See Exhibit B	\$96.00	01/01/2018	12/31/2018	\$192.00

Total Maintenance Cost for Term Specified: \$14,366.00

EXHIBIT B
to the
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No. 102517LF ("Agreement")
between
BI INCORPORATED ("BI")
and
ONEIDA COUNTY THROUGH IT'S PROBATION DEPARTMENT ("Customer")

SERIAL NUMBERS TO BE PROVIDED BY AGENCY

ONEIDA COUNTY PROBATION DEPARTMENT #331

Extended Maintenance from 01/01/18 - 12/31/18

<u>Homeguards</u>		<u>Homeguard 206s</u>		<u>Transmitters</u>
HGR7107837	1	HGR7753973	1	HGM9411808
HGR7107894	2	HGR7772420	2	HGM9415397
HGR7107916	3	HGR7772721	3	HGM9423192
HGR7107938	4	HGR7772722	4	HGM9423198
HGR7107963	5	HGR7772723	5	HGM9423488
HGR7107965	6	HGR7772724	6	HGM9423489
HGR7107978	7	HGR7772742	7	HGM9423507
HGR7107979	8	HGR7772743	8	HGM9423516
HGR7107983	9	HGR7772746	9	HGM9423518
HGR7108015	10	HGR7772747	10	HGM9434213
HGR7108028	11	HGR7772750	11	HGM9434215
HGR7108029	12	HGR7772797	12	HGM9436130
HGR7108031	13	HGR7772798	13	HGM9444334
HGR7108049	14	HGR7772799	14	HGM9447707
HGR7108085	15	HGR7772800	15	HGM9447708
HGR7108086	16	HGR7772801	16	HGM9449048
HGR7116900	17	HGR7772802	17	HGM9451931
HGR7116921	18	HGR7772804	18	HGM9454596
HGR7116922	19	HGR7772805	19	HGM9454647
HGR7119279	20	HGR7772806	20	HGM9461327
	21	HGR7772832	21	HGM9461355
	22	HGR7772834	22	HGM9461356
	23	HGR7772835	23	HGM9461901
	24	HGR7772836	24	HGM9461902
	25	HGR7772837	25	HGM9463440
	26	HGR7772838	26	HGM9466192
	27	HGR7772840	27	HGM9466209
	28	HGR7772842	28	HGM9466210
	29	HGR7772843	29	HGM9466211
	30	HGR7772851	30	HGM9466212
	31	HGR7772852	31	HGM9466608
	32	HGR7772853	32	HGM9466609
	33	HGR7772854	33	HGM9467804
	34	HGR7772855	34	HGS9301086
	35	HGR7772856	35	HGS9301378
			36	HGS9301429

Drive – BI Units
1 HGDB0476
2 HGDB0477

37 HGS9301530
38 HGS9301537
39 HGS9301538
40 HGS9301547
41 HGS9301561
42 HGS9301565
43 HGS9301569
44 HGS9301578
45 HGS9301579
46 HGS9301581
47 HGS9312048
48 HGS9312060
49 HGS9312070
50 HGS9312072
51 HGS9312077

HOMEGUARD™ - FIELD EQUIPMENT
WARRANTY AND SUPPORT COVERAGE

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on BI HomeGuard™ field equipment. For the purposes of this warranty, BI HomeGuard™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Field Monitoring Device, (ii) Transmitter, (iii) Drive-BI Monitor and (v) Activator (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.

5. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

6. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

7. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

8. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

9. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 15, 2018

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

FN 20 18-091

PUBLIC SAFETY

WAYS & MEANS

Honorable Members:

Oneida County STOP DWI Coordinator, Thomas Giruzzi, has informed me that OC STOP DWI Program has been awarded a one-time allocation from the Governors Traffic Safety Committee (GTSC) in the amount of \$27,500.

These funds are to be utilized within the six component areas of the STOP DWI module, established by the NYS Legislature in 1981.

I therefore request your Board approve the following 2018 supplemental appropriation:

TO:

AA# A3313.4952-Stop DWI, NYS Grant Expenditures \$ 27,500.

This supplemental appropriation will be fully supported by:

RA# A3307 State Aid / NYS Stop DWI \$ 27,500.

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

CC: County Attorney
Comptroller
Budget Director
Stop DWI



\$1.6 Million Application

New York State has appropriated \$1,600,000 for services and expenses related to county special traffic options programs for driving while intoxicated, pursuant to section 1197 of the vehicle and traffic law, and an allocation plan subject to the approval of the director of the budget. The Governor's Traffic Safety Committee has developed a distribution formula for the funding based on the number of licensed drivers in each county. The amount of funding available to each program is listed below.

The funding is expected to be available as part of your 2018 budget and should be included in your 2018 Annual Plan. The funds would be received by your program in the 1st quarter of calendar year 2018.

Please be advised that this is a *one-time source of funding* and should not be interpreted as an appropriation that will be repeated. Funds must be used pursuant to Article 31 Section 1197 of the New York State Vehicle and Traffic Law and 15NYCRR Part 172 of the Commissioner's Rules and Regulations

Funding was distributed based on the number of 2016 licensed drivers in your County.

Broome County	140,948	\$27,500
Niagara County	162,526	\$27,500
Oneida County	163,522	\$27,500
Rensselaer County	117,157	\$27,500
Saratoga County	184,429	\$27,500
Schenectady County	116,439	\$27,500
Ulster County	138,948	\$27,500



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 15, 2018

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

FN 20 18-092
PUBLIC SAFETY

WAYS & MEANS

Honorable Members:

Oneida County STOP DWI Coordinator, Thomas Giruzzi, has informed me that OC STOP DWI Program was awarded an allocation from the New York State Stop DWI Foundation, Inc of Governors Traffic Safety Committee (GTSC) in the amount of \$15,000. I also was informed that the original allocation of \$15,000 has been increased by \$10,000 for a total allocation of \$25,000.

These funds will be utilized to fund local policing agencies for additional DWI Patrols and to ensure the safety of Oneida County motorists.

I therefore request your Board approve the following 2018 supplemental appropriation:

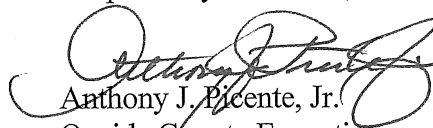
TO:

AA# A3313.4951-Stop DWI, Other Expenses \$ 25,000.

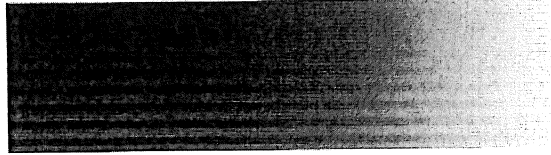
This supplemental appropriation will be fully supported by:

RA# A3313.1531 Stop DWI, Contributions \$ 25,000.

Respectfully submitted,


Anthony J. Picente, Jr.
Oneida County Executive

CC: County Attorney
Comptroller
Budget Director
Stop DWI



January 2, 2018

Tom Giruzzi
Oneida County STOP-DWI
120 Airline St., P.O. Box 908
Oriskany, NY 13424

Re: Allocation of Additional Crackdown Funds

Dear Mr. Giruzzi:

As you are aware Oneida County was allocated \$15,000 in crackdown funds for the grant cycle of October 1, 2017 through September 30, 2018.

Please accept this letter as official notification that effective today the NYS STOP-DWI Foundation has increased the Oneida County allotted crackdown money by an additional \$10,000.00. This additional allocation is subject to use under the same criteria as the original funds granted.

Should you have any questions or require any additional information, please feel free to contact me or Grant Administrator, Pam Aini.

Sincerely,

Chris Marion

Chris Marion, Chairperson
NYS STOP-DWI Foundation, Inc.

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Ilsi

Sheriff Robert M. Maciol

March 8, 2018

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



Dear County Executive Picente,

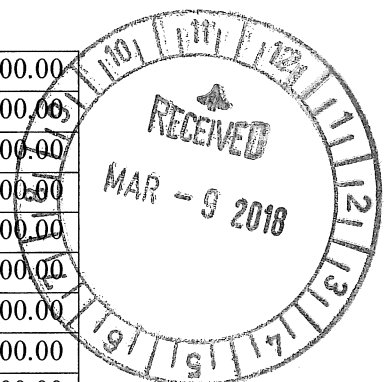
The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner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

In 2017, there was a profit of \$167,091.68 which will be rolled over into 2018 (as indicated in the attached Revenue/Appropriation Analysis Report for the Commissary). Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2018, the surplus will be used for horticulture programming, educational services and supplies, a life skills program, sewing projects, recreational items, worker pod, library, notary and other services.

I respectfully request that this matter be acted on at the APRIL 2017 meeting.

The 2018 Supplemental Appropriation request is as follows:

A3152.211	Office Equipment	\$1,000.00
A3152.212	Computer Hardware	\$20,000.00
A3152.271	Recreational Equipment	\$10,000.00
A3152.295	Other Equipment	\$60,000.00
A3152.411	Office Supplies	\$5,000.00
A3152.425	Training & Special Schools	\$5,000.00
A3152.454	Travel – Meetings & Seminars	\$5,000.00
A3152.471	Recreational Supplies	\$15,000.00
A3152.491	Other Material & Supplies	\$10,000.00
A3152.492	Computer Software & Licenses	\$20,000.00
A3152.493	Maintenance, Repair & Service Contracts	\$10,000.00
A3152.4951	Other Expenses	\$6,091.68
		=====
Total Expenses:		\$167,091.68



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

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

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

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

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

A1525	Revenue Prisoner Commissary	167,091.68
		=====
Total Revenue:		\$167,091.68

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

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

Anthony J. Pignato, Jr.
County Executive

Date 3-9-18

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

Revenue / Appropriation Analysis Report

Reporting for all funds, selected departments, for dates from 01/01/17 to 12/31/17 for fiscal year 2017

Department : 3152 - Sheriff - Inmate Commissary

Revenue Analysis

Account	Description	Estimated		Revenue Remaining	Percentages	
		Revenue	Receipts		Revcd	Remaining
A1523	Inmate Print Shop Sales	\$1,500.00	\$1,465.25	\$34.75	97.68	2.32
A1525	Prisoner Charges Commissary	\$247,693.33	\$270,274.33	(\$22,581.00)	109.12	-9.12
A1533	Rent Inmate Visitation Lockers	\$2,500.00	\$2,884.39	(\$384.39)	115.38	-15.38
A1534	Inmate Commissary Copy Fees	\$3,000.00	\$5,967.62	(\$2,967.62)	198.92	-98.92
A1535	Inmate Commissary Bus Passes	\$150.00	\$273.52	(\$123.52)	182.35	-82.35
Total:		\$254,843.33	\$280,865.11	\$0.00		(\$26,021.78)

Appropriation Analysis

Account	Description	Budget		Outstanding Encumbrances	Unencumbered Balance	Percentages	
		Amount	Expenditures			Used	Remaining
A3152.102	Temporary Help	\$17,500.00	\$0.00		\$17,500.00		100.00
	A3152.1:	\$17,500.00	\$0.00	\$0.00	\$17,500.00	0.00	100.00
A3152.211	Office Equipment	\$11,000.00	\$2,183.14		\$8,816.86	19.85	80.15
A3152.212	Computer Hardware	\$16,000.00	\$319.99		\$15,680.01	2.00	98.00
A3152.271	Recreational Equipment	\$5,000.00	\$0.00		\$5,000.00		100.00
A3152.295	Other Equipment	\$23,600.00	\$3,653.15		\$19,946.85	15.48	84.52
	A3152.2:	\$55,600.00	\$6,156.28	\$0.00	\$49,443.72	11.07	88.93
A3152.411	Office Supplies	\$8,000.00	\$2,947.57		\$5,052.43	36.84	63.16
A3152.412	Insurance & Bonding	\$300.00	\$0.00		\$300.00		100.00
A3152.413	Rent/Lease - Equipment	\$2,520.00	\$1,621.83		\$898.17	64.36	35.64
A3152.425	Training & Special Schools	\$10,000.00	\$897.00		\$9,103.00	8.97	91.03
A3152.431	Commissary Sales	\$2,200.00	\$500.00		\$1,700.00	22.73	77.27
A3152.454	Travel - Meetings, seminars etc.	\$6,059.33	\$2,880.00		\$3,179.33	47.53	52.47
A3152.471	Recreational Supplies	\$11,800.00	\$9,850.35		\$1,949.65	83.48	16.52
A3152.472	Recreational Activities	\$8,707.78	\$3,735.75		\$4,972.03	42.90	57.10
A3152.491	Other Materials & Supplies	\$15,300.00	\$6,782.18		\$8,517.82	44.33	55.67
A3152.492	Computer Software & Licenses	\$63,376.72	\$50,307.68	\$12,159.00	\$910.04	98.56	1.44
A3152.493	Maintenance, Repair & Services Contracts	\$25,000.00	\$11,016.00		\$13,984.00	44.06	55.94
A3152.4951	Other Expenses	\$23,500.00	\$4,269.56		\$19,230.44	18.17	81.83
	A3152.4:	\$176,763.83	\$94,807.92	\$12,159.00	\$69,796.91	60.51	39.49
A3152.810	Retirement	\$3,414.00	\$650.23		\$2,763.77	19.05	80.95
A3152.830	Social Security	\$1,339.00	\$0.00		\$1,339.00		100.00
A3152.840	Workers Compensation	\$490.00	\$0.00		\$490.00		100.00
A3152.850	Unemployment Insurance	\$45.00	\$0.00		\$45.00		100.00
	A3152.8:	\$5,288.00	\$650.23	\$0.00	\$4,637.77	12.30	87.70
Total:		\$255,151.83	\$101,614.43	\$12,159.00	\$141,378.40		

280,865.11+
101,614.43-
12,159.00-
167,091.68*

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



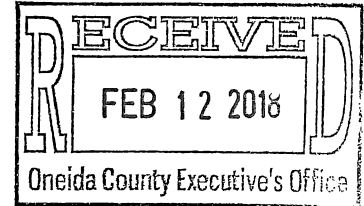
DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

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

February 9, 2018

FN 20 18-094



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 December, there were additional expenses and revenues in the State Snow Removal Fund (D5144). Therefore, we are requesting the following supplemental appropriations in 2017 funds:

Supplemental Appropriation in:

D5144.109 (Salaries)	\$230,000
D5144.413 (Rent/Lease Equipment)	+ \$151,000
TOTAL	\$381,000

Supported by Unanticipated Revenue in:

D2302 (NYS Reimb. Snow Removal)	+\$381,000
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If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

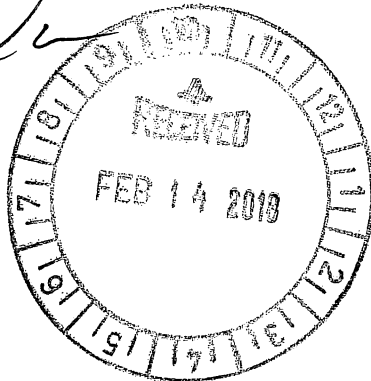
Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Thomas Keeler



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

Anthony J. Picente, Jr.
County Executive
Date: 2/14/18

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) 793-6213 Fax: (315) 768-6299

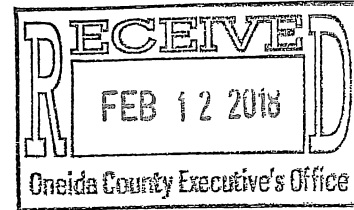
February 9, 2018

FN 20 18-095

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

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

Due to additional highway maintenance projects related to the July 2017 storm damage and the heavy snow in December, additional funds are required in the Rental and Lease of Equipment accounts (D3310.413, D5110.413, and D5142.413). Therefore, we are requesting the following transfer of 2017 funds:

Transfer to:	D3310.413 (Rent/Lease - Equipment)	\$ 18,360
	D5110.413 (Rent/Lease - Equipment)	\$379,565
	D5142.413 (Rent/Lease - Equipment)	<u>\$ 45,109</u>
TOTAL:		\$443,034

Transfer from:	D3310.491 (Other Materials & Supplies)	\$ 18,360
	D5110.491 (Other Materials & Supplies)	\$ 18,312
	D5110.495 (Other Expenses)	\$258,781
	D5142.425 (Training & Special Schools)	\$ 3,240
	D5142.491 (Other Materials & Supplies)	\$ 41,869
	D5144.491 (Other Materials & Supplies)	<u>\$102,472</u>
TOTAL:		\$443,034

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Thomas Keeler

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

Anthony J. Picente, Jr.
County Executive

Date 2/14/18



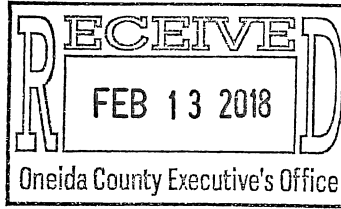
Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424



FN 20 18-096

February 9, 2018

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

Oneida County Department of Mental Health has been granted increases to allocate State Aid Funding from both NYS Office of Mental Health (OMH) and NYS Office of Alcohol and Substance Abuse Services (OASAS) to be allocated to several contracted agencies through the Revenue Account Numbers A4390 (OMH), and A4393 (OASAS). As a result we request to increase the Revenue Budgets for both account and the appropriate Agency Appropriation Accounts.

I therefore request your Board's approval for the following 2017 fund account increases:

Account No.	Acct Name	Increase	Orig Appropriation	New Appropriation
A4310.4951	Kids Oneida	25,500	60,069	85,569
A4310.49517	Upstate Cerebral Palsy	17,627	1,029,926	1,047,553
A4310.49519	CNY Services	199,796	1,647,220	1,847,016
A4310.49522	Rescue Mission	24,782	1,239,720	1,264,502
A4310.195	Other Fees and Services	8,000	85,805	93,805
		<u>275,705</u>	<u>4,062,740</u>	<u>4,338,445</u>
				275,705

The supplemental appropriation increases for 2017 will be fully supported by unanticipated revenue to the following Revenue Accounts:

Account No.	Acct Name	Increase
A3490	State Aid - OMH	33,127
A3493	State Aid - OASAS	242,578
	Total	<u>275,705</u>

Respectfully Submitted,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date: 2/14/18

CC: County Attorney
Comptroller
Budget



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

February 7, 2017

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

FN 20 18 - 097
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018-2020 Data Use Agreement** between the Oneida County Department of Mental Health and **New York State Department of Health** for your review. Should you agree with the enclosed, please forward to the Board of Legislators for consideration at their next meeting.

The Agreement begins on **January 1, 2018 and ends on January 31, 2020**. The purpose for this Agreement is to provide a tool to monitor the quality of behavioral health services provided to Medicaid enrollees through Medicaid Managed Care plans, including specialized health and recovery plans.

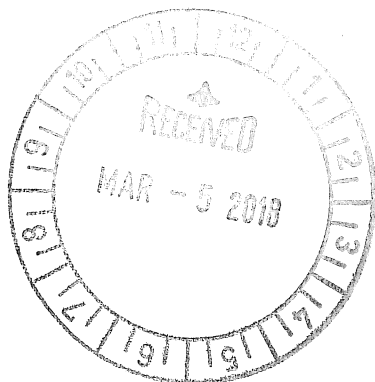
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

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 3-1-18

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Health
Office of Health Insurance Programs
ESP P1 – 11S Dock J
Albany, NY 12237

Title of Activity or Service: Access to the state’s Medicaid Analytics Performance
Portal (MAPP) system

Proposed Dates of Operation: January 1, 2018 through January 31, 2020

Client Population/Number to be Served: Medicaid Recipients in need of behavioral
health services

Summary Statements

1) Narrative Description of Proposed Services

To monitor the quality of behavioral health services provided to Medicaid enrollees through Medicaid Managed Care plans, including specialized health and recovery plans.

2) Program/Service Objectives and Outcomes:

Statewide access to the MAPP-Health Home Tracking System for the purposes of notification, referral and linkage of these high-risk Medicaid recipients to a Health Home.

3) Program Design and Staffing

Designated staff, gatekeepers, shall be responsible to establish and maintain security by providing access by appointment.

Total Funding Requested: NO FUNDING **Account # (N/A)**

Oneida County Dept. Funding Recommendation: NO FUNDING

Proposed Funding Sources (Federal \$/ State \$/County \$): NO FUNDING

Cost Per Client Served: NO FUNDING

Past Performance Data: (N/A)

O.C. Department Staff Comments:

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.



Department of Health

ANDREW M. CUOMO
Governor

**HOWARD A. ZUCKER, M.D.,
J.D.**
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy
Commissioner

Dear: Oneida County

Enclosed please find the New York State Department of Health (DOH), Office of Health Insurance Programs (OHIP), Medicaid Confidential Data (MCD) Data Use Agreement (DUA).

The purpose of the DUA is to provide a means for the Requesting Organization (Requestor) to provide information to allow DOH to support a request for the release of MCD to the Requestor.

In addition, the DUA establishes a legally binding agreement between the Requestor and DOH by defining the terms and conditions of the MCD release, should DOH accept the Requestor's Agreement. *The sensitivity of MCD cannot be over-emphasized. MCD includes all personal information about Medicaid recipients, including Protected Health Information (PHI).*

Furthermore, if the Requestor plans to hire subcontractors to work with MCD, the Requestor must complete and submit a DUA Addendum along with the Business Associate Agreement (BAA) to DOH. DOH must acknowledge the acceptance of the DUA Addendum and BAA to the Requestor before the subcontractor may access MCD.

The Requestor is responsible for complying with all federal and state laws and regulations regarding the privacy, protection, and security of MCD.

Please fill out this DUA in its entirety and be sure to attach all required supporting documentation. Send completed scanned applications to:

Email:
doh.sm.Medicaid.Data.Exchange@health.ny.gov
Security and Privacy Bureau
Division of Operations and Systems
Office of Health Insurance Programs
New York State Department of Health

Please contact the email address above if there are any additional questions about this agreement or Medicaid's data security requirements.

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

Section 1: Requestor Information

- I. This Agreement is by and between the New York State Department of Health (DOH), and Oneida County through its Department of Mental Health, being signed for by, Anthony J. Picente, Jr., Oneida County Executive , an authorized individual of the Organization, hereinafter termed "Requestor".
- II. Provide the name, title and contact information of the individual authorized to legally bind your company, agency or entity to the terms of this Agreement. The person who is named in this section must sign all sections of the Data Use Agreement (DUA), except for the Custodian section which must be signed by the Custodian(s).

Authorized Individual:	Anthony J. Picente, Jr.
Title:	County Executive
Organization:	Oneida County Government
Address:	800 Park Avenue, Utica, NY 13501
Telephone:	315-798-5700
Email Address:	apicente@ocgov.net
Contract or Grant Number:	25919
Entity Type:	<input type="checkbox"/> Qualified Entity (QE) <input type="checkbox"/> Health Home (HH) <input type="checkbox"/> Performing Provider System (PPS) <input type="checkbox"/> Value Based Payment (VBP) Participant <input type="checkbox"/> Managed Care Organization/Plan (MCO/MCP) <input type="checkbox"/> State Entity: Click or tap here to enter text. <input checked="" type="checkbox"/> Other: County government

- III. DOH agrees to provide the Requestor with MCD from the DOH Medicaid Data Warehouse (MDW) or other recognized DOH data source. In exchange, the Requestor agrees to use the MCD only for purposes that support the Requestor’s project, research or study referenced in this Agreement, which DOH has determined assists in the administration, monitoring, management and improvement of the State Medicaid program or the services provided to beneficiaries. The Requestor agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of the MCD by complying with the terms of this Agreement, State and Federal law, including the Health Insurance Portability and Accountability Act (HIPAA), NIST 800-53 Rev. 4, and NYS Information Security Policy P03-002.
- IV. This Agreement contains the terms and conditions under which DOH will disclose, and the Requestor will obtain, use, reuse, disclose and destroy the DOH MCD data file(s) specified in Section 3: Data Description. This provision also applies to all derivative or commingled file(s) that contain direct individual identifiers or elements that can be used to identify specific individuals when used in concert with other information. This Agreement supersedes all agreements by and between the parties with respect to the use of MCD from the files specified in Section 3 and preempts and overrides any previous instructions, directions, agreements, or other prior communication from the DOH or any of its components with respect to the data specified herein.

Section 2: Purpose

- I. In consideration for accepting the data file(s), the Requestor represents that such data file(s) will be used solely for the purpose(s) listed below. Requestor agrees not to disclose, use or reuse MCD for any purpose, other than as described herein, without an executed and accepted DUA Addendum by and between Requestor and DOH. The Requestor affirms that the data requested by the Requestor is the minimum necessary to achieve the purposes stated in this section. The Requestor agrees that, within the Requestor's Organization and the organizations of its business associates, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section.
- II. In this section, Requestor should describe the purpose of the project, as well as how MCD will be used to assist DOH in the administration, monitoring, management and improvement of the New York State Medicaid program or the services provided to beneficiaries. The description of the project should clearly state the purpose of the initiative.

The Conference of Local Mental Hygiene Directors is a statewide membership of the Directors of Community Services (DCS)/Mental Health Commissioners also known as Local Government Unit (LGU) with statutory authority and responsibility for oversight and cross-system management of the local mental hygiene system under Article 41 of the Mental Hygiene Law. The LGU pursuant to § 41.09 are directed to meet the needs of individuals and families affected by mental illness, substance use disorder and/or developmental disability in their communities. DOH and LGU wish to improve care and reduce costs for Medicaid recipients in need of and utilizing services funded by the New York State Medicaid Program. DOH has responsibility, jointly with the Office of Mental Health (OMH), and the Office of Alcohol and Substance Abuse Services(OASAS), Office for People with Developmental Disabilities (OPWDD) and the Directors of Community Services (DCS)/ Mental Health Commissioners also known as Local Government Unit (LGU) to set standards for and monitor the quality of behavioral health services provided to Medicaid enrollees through Medicaid Managed Care plans, including the specialized managed care plans known as Health and Recovery Plans. LGUs shall receive statewide access to the Medicaid Analytics Provider Portal – Health Home Tracking System (MAPP-HHTS) for the purposes of notification, referral and linkage of these high-risk Medicaid recipients to a Health Home. LGUs will not use their statewide access for any other purpose except that outlined in this DUA or any Addendum to this DUA.

Section 3: Data Description

- I. The following DOH data file(s) or data elements, not to exceed the minimum necessary standard, are requested under this Agreement:
 - A. Specify the individual Medicaid record level data elements needed for this request:

CIN search will display:

- Name
- DOB
- Medicaid End Date
- Coverage Codes
- Managed Care Plan
- Health Home

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

- Care Management Agency
- HARP or Non-HARP

“Member Search Report”. Here, the CIN search function allows additional information such as:

- Address
- Phone number
- Coverage Code Description
- Last 5 unique providers
- R/E codes
- Health Home history

B. Specify the dates of the data requested:
As often as the HHTS is refreshed.

C. Specify the frequency and schedule of data release:
As often as the HHTS is refreshed.

Section 4: Custodian

- I. The parties mutually agree that the following named individual(s) is (are) designated as Custodian(s) of the file(s) on behalf of the Requesting Organization and will be the person(s) responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The Custodian(s) agrees to notify DOH within fifteen (15) days of any change of custodianship. The parties mutually agree that DOH may disapprove a custodian or may require the appointment of a new custodian at any time. The Custodian(s) hereby acknowledges his/her appointment as Custodian(s) of the aforesaid file(s) and agrees to comply with all of the provisions of this Agreement on behalf of the Organization. Should there be a third-party contractor in possession of MCD on Requestor's behalf, they, too, must designate a Custodian and submit the Custodian to DOH for acceptance.
- II. Custodian(s), also known as Gatekeepers, shall be responsible for providing access to, and accurately documenting, certain information related to workforce members who access MCD on behalf of the requesting entity. Custodians must accurately record all entity staffing changes, and provide a quarterly report (“Quarterly Names Update”) to the Security and Privacy Bureau containing the first and last names, and employment start and end dates of all affected employees.
- III. Custodians must also provide this report upon written request from DOH. This quarterly report must always be accompanied by a notarized DUA Addendum. In addition to the Quarterly Names Update, Custodians must notify the Security and Privacy Bureau, within 24 hours, any time an employee or subcontractor joins or leaves the Requesting Organization. All Custodian changes also require the submission of a notarized DUA Addendum to DOH.
- IV. Requestor or Custodian shall provide all policies and procedures related to workforce system access management including provisioning, modifying, and terminating users who access any system that stores, processes, analyzes or transmits MCD on behalf of the Requesting Organization.
- V. Lead Custodian:

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

Lead Custodian:	Robin E. O'Brien
Title:	Commissioner of Mental Health
Organization:	Oneida County Department of Mental Health
Address:	120 Airline St., Suite 200, Oriskany, NY 13424
Telephone:	315-768-3660
Email Address:	robrien@ocgov.net
Date of Signature	2/8/2018
Signature:	

VI. Alternate Custodian:

Alternate Custodian:	Kellie Lee Dunn
Title:	Director of Adult Mental Health Services
Organization:	Oneida County Department of Mental Health
Address:	120 Airline St., Suite 200, Oriskany, NY 13424
Telephone:	315-768-3660
Email Address:	kdunn@ocgov.net
Date of Signature	2/8/2018
Signature:	

Section 5: Security

- I. The Requestor warrants that it shall employ appropriate administrative, technical, and physical safeguards to protect the confidentiality and security of data provided under this DUA. The safeguards employed shall provide a level and scope of security that is not less than the level and scope of security requirements established by Federal and New York State policies. Further, the Requestor agrees that the data must not be physically moved, transmitted, or disclosed in any way from or by the site indicated in Section 6: Data Storage and Access without written approval from DOH.
- II. DOH shall, at its sole discretion, require Requestor to complete and submit Moderate-Plus System Security Plan (SSP) Workbooks, a System Security Plan Controls Attestation, or establish a Restricted Access Model (RAM) Environment for any system(s) that will store, process or permit access to MCD. DOH shall evaluate Requestor's DUA submission, determine the most appropriate solution for securing MCD, and provide Requestor with necessary materials to fulfill this requirement.

Section 6: Data Storage and Access

- I. When Requestor and Custodian take possession of MCD, it shall be stored in the location specified below. The data cannot be transferred by any means to another environment without a DUA Addendum to this Agreement that has been accepted by DOH.

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

Type of Storage Environment:	<input type="checkbox"/> Restricted Access Model <input type="checkbox"/> Production <input checked="" type="checkbox"/> DOH System Access: <u>Medicaid Analytics Provider Portal – Health Home Tracking System (MAPP-HHTS)</u> <input type="checkbox"/> Other: Click or tap here to enter text.
Title of Location:	<u>MAPP-HHTS</u>
Company Housing Data:	<u>DOH</u>
Address of Location:	<u>DOH</u>

Section 7: End Date and Destruction of Data

- I. The parties mutually agree that the aforesaid files(s) (and/or any derivative file(s)), including those files that directly identify individuals, may only be retained by the Requestor until 1/31/2020, hereinafter known as the “End Date.” The DUA may only be extended past the End Date if a written DUA Addendum is accepted by DOH prior to the DUA expiration date. Extensions of the DUA will be tied to: A) end dates of contracts with DOH; B) end dates for Centers for Medicare and Medicaid Services (CMS) grants; or C) per OHIP sponsor determination.
- II. If the purpose described in Section 2: Purpose is completed prior to the End Date, the Requestor agrees to notify DOH within 30 days of completion. Upon such notice or the End Date, whichever occurs sooner, the Requestor agrees to destroy all data provided under this DUA, unless DOH grants an exception. If DOH grants the exception, the MCD must be protected until it has been destroyed. The Requestor agrees to destroy all MCD and submit a Data Destruction Affidavit to DOH within 30 days of the project completion. The Requestor agrees not to retain any DOH MCD files or any parts thereof, unless authorized in writing by DOH. DOH does not have to notify Requestor of the End Date for this provision to apply. Either party may terminate this DUA at any time, for any reason, upon 30 days written notice to the other party. Upon notice of termination by Requestor, DOH will stop releasing data file(s) to the Requestor and the Requestor must destroy all data file(s) Requestor has already received. If a Data Consuming Entity (DCE) goes out of business it shall destroy all MCD it has received from DOH and submit a Data Destruction Affidavit to DOH within 30 days.

Section 8: Offshore Prohibition

The Requestor further agrees that any MCD provided under this Agreement shall not be accessed by employees, agents, representatives, or contractors who are located outside of the United States and its territories (offshore). Further, the Requestor agrees that MCD shall not be received, stored, processed, or disposed via information technology systems which are located offshore.

Section 9: Unauthorized Use or Disclosure, Breach and Incident Response

- I. The Requestor agrees that if DOH determines or believes that the Requestor has used, reused or disclosed MCD in a way other than as explicitly authorized by this Agreement, DOH may, at its sole discretion, require the Requestor to:

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

- A. Promptly investigate and report to DOH the Requestor's determinations regarding any alleged or actual unauthorized use, reuse or disclosure;
 - B. Promptly resolve any problems identified by the investigation;
 - C. If requested by DOH, submit a formal response to an allegation of unauthorized use, reuse or disclosure;
 - D. If requested by DOH, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and
 - E. If requested by DOH, destroy all data files received from DOH and submit a Data Destruction Affidavit. The Requestor understands that upon DOH's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, DOH may suspend further release of MCD to the Requestor, indefinitely. The Requestor agrees to report any breach of personally identifiable information (PII) or Protected Health Information (PHI) from the DOH data file(s), loss of MCD or disclosure to any unauthorized persons to the DOH by e-mail notification at doh.sm.Medicaid.Data.Exchange@health.ny.gov within one hour of discovery, and to cooperate fully in the security incident investigation and review process. While DOH retains all ownership rights to the data file(s), as outlined above, the Requestor shall bear the cost and liability for any breaches of PII or PHI from the data file(s) while they are entrusted to the Requestor. Furthermore, if DOH determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the Requestor agrees to carry out these notifications without any cost to DOH.
- II. If Requestor determines that an incident has occurred in one of Requestor's systems, Requestor must notify DOH. An incident is defined as violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices. DOH may require Requestor to complete a risk analysis, risk assessment and an organizational attestation affirming that Requestor has identified and remediated the root cause of the malicious software outbreak, cyberattack, or other information security incident and that Requestor's systems and networks have been remediated and have returned to normal operation. Requestor understands that access to DOH systems will not be granted until the organizational attestation is completed and accepted by DOH. Requestor acknowledges that Requestor's organization is liable if ransomware or malware spreads to DOH systems from Requestor's systems.
 - III. Prior to the start of forensic activities related to significant information security incidents, the organization should determine how it will collect and preserve evidence in a way that supports its use in future legal or internal disciplinary proceedings. The organization should make all such forensic decisions in accordance with its policies and advice from legal counsel. In such situations, the organization should follow a clearly defined chain of custody to avoid allegations of mishandling or tampering with evidence. The organization should keep a log of every person who had physical custody of the evidence, and document the date and time of the actions that they performed. The organization should make a forensic copy of the evidence and verify the integrity of both the original and the copied evidence. The organization should assure that the original evidence is stored securely and perform all forensic examination and analysis using only the copied evidence. If it is unclear whether or not evidence preservation is required, the evidence should be preserved. All forensic examination, such as that described above, must account for the disposition and impact on all DOH data as well as all systems that store, process, analyze, or transmit DOH data in the report provided to DOH.

Section 10: HIPAA Business Associate Agreement

Complete and return Attachment A: HIPAA Business Associate Agreement along with the DUA application.

Section 11: Sharing Data with Third Parties

- I. Requestor agrees not to share MCD obtained from DOH with other parties unless DOH has accepted a DUA Addendum and a copy of the Business Associate Agreement (BAA) executed between Requestor and the third-party Business Associate with DOH. Any BAA submitted for DOH acknowledgement as part of a DUA addendum must contain at minimum the confidentiality language found in part II.
- II. Confidentiality Language for Third Parties.
 - A. The Federal Center for Medicare and Medicaid Services (CMS) requires that all contracts and/or agreements executed between the Department of Health and any second party that will receive MCD must include contract language that will bind such parties to ensure that contractor(s) abide by the regulations and laws that govern the protection of individual, Medicaid confidential level data. This notification requires that you include the following language in this contract and all future contracts that will govern the receipt and release of such confidential data:
 1. Medicaid Confidential Data/Protected Health Information includes all information about a recipient or applicant, including enrollment information, eligibility data and protected health information.
 2. You must comply with the following state and federal laws and regulations:
 - a. Section 367-b(4) of the NY Social Services Law
 - b. New York State Social Services Law Section 369(4)
 - c. Article 27-F of the New York Public Health Law and 18 NYCRR 360-8.1
 - d. Social Security Act, 42 USC 1396a(a)(7)
 - e. Federal regulations at 42 CFR 431.302 and 42 CFR Part 2
 - f. The Health Insurance Portability and Accountability Act (HIPAA) and HITECH, at 45 CFR Parts 160 and 164
 - g. NYS Mental Hygiene Law Section 33.13
 - B. Please note that MCD released to you may contain AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law. As required by New York Public Health Law Section 2782(5)(a), the following notice is provided to you: "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 the release for further disclosure."
 - C. Alcohol and Substance Abuse Related Confidentiality Restrictions: Alcohol and substance abuse information is confidential pursuant to 42 CFR Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.
 - D. You agree to ensure that you and any agent, including a subcontractor, to whom you provide Medicaid Confidential Data or Protected Health Information

(MCD/PHI), agrees to the same restrictions and conditions that apply throughout this Agreement. Further, you agree to state in any such agreement, contract or document that the party to whom you are providing the MCD/PHI may not further disclose it without the prior written approval of the New York State Department of Health. You agree to include the notices preceding, as well as references to statutory and regulatory citations set forth above, in any agreement, contract or document that you enter into that involves MCD/PHI.

- E. Any agreement, contract or document with a subcontractor must contain all of the above provisions pertaining to confidentiality. It must contain the HIV/AIDS notice as well as a statement that the subcontractor may not use or disclose the MCD without the prior written approval of DOH.

Section 12: Publications

The Requestor agrees not to disclose direct findings, listings, or information derived from the file(s) specified in Section 3, with or without direct identifiers, without the express written consent of DOH, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. The Requestor further understands and acknowledges that any publications derived from MCD must be reviewed and approved by the DOH prior to publication or public release. The term publication is defined to include, but is not limited to: written abstracts, articles and papers; presentations at conferences, board meetings, r advisory committee meetings, task forces, or collaborative groups; minutes of meetings, charts, graphs, data sheets, and slides; posting of information on a website, or social media such as Facebook, LinkedIn, Twitter; or email. DOH Office of Health Insurance Programs (OHIP) requires at least forty-five (45) business days to review and approve proposed publications. Any research publication shall include the following disclaimer: "Disclaimer: The views and opinions expressed in this article are those of the author(s) and do not necessarily reflect the official policy or position of the New York State Department of Health. Examples of analysis performed within this article are only examples. They should not be utilized in real-world analytic products."

Section 13: Attestation and Execution

- I. By signing this Agreement, the Requestor and Custodian agree to abide by all provisions set out in this Agreement and acknowledges that violation of the terms of this Agreement may have potential civil, criminal or administrative penalties.
- II. By signing this Agreement, the Requestor agrees to grant access to MCD at any time to authorized representatives of DOH at the site indicated in Requestor's SSPs or RAM documentation for inspecting and confirming compliance with the terms of this Agreement.
- III. By signing this Agreement, the undersigned individual hereby attests that he or she is authorized to enter this Agreement and legally bind the organization and agrees to all the terms specified herein.
- IV. By signing this Agreement, the Requestor agrees that this Agreement shall be deemed executory to the extent of the resources available to DOH Medicaid program and no liability on account thereof shall be incurred by the DOH Medicaid beyond the resources available thereof.
- V. The parties mutually agree that DOH retains all ownership rights to the data file(s) referred to in this Agreement, and that the Requestor does not obtain any right, title, or interest in any of the MCD furnished by DOH. DOH reserves the right to require Requestor to destroy all MCD received from DOH any time and for any reason. If DOH exercises this right and

requires Requestor to destroy all MCD received from DOH, a Data Destruction Affidavit form must be completed and returned to DOH.

- VI. By signing this Agreement, the Requestor agrees to be responsible for the use of MCD, whether the data is in its hands or in the hands of its contractors/subcontractors. Requestor will also be responsible for the establishment and maintenance of security, to prevent unauthorized use of MCD. The Requestor represents and warrants that such data will not be disclosed, released, revealed or showed, or access granted to any person other than those listed on the Names List provided to DOH. Any improper use or disclosure of MCD must be reported to the Security and Privacy Bureau. Requestor agrees to establish and ensure that its contractors/subcontractors, if any, establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use of or access to the data. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Federal Health Insurance Portability and Accountability Act of 1996. There should be no release of MCD unless written permission is received from DOH.
- VII. Attestation Regarding Privacy/Security of Medicaid Confidential Data: Requestor, contractors and subcontractors hereby agree to all confidentiality language for Third Party Contractors found in Section 11: Sharing Data with Third Parties of the DUA, and that these citations must be included in all MOU, MOA, Subcontracts or Contracts. Requestor, contractors and subcontractors hereby acknowledge that all subcontractors will be listed in a DUA Addendum, and that a BAA will be maintained by the contractor and provided to DOH.
- VIII. Limitations and Liabilities: DOH will not be responsible for any loss due to data exchange.
- IX. Assignment: The Requestor may not assign, transfer, convey, or sublet, directly or indirectly, all or part of its rights or obligations under this Agreement.
- X. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. If any provision of this Agreement conflicts with any statute or rule of law of the State of New York, or is otherwise unenforceable, such provision shall be deemed null and void only the extent of such conflict or unenforceability, and shall be deemed separate from, and shall not invalidate, any other provision of this Agreement.
- XI. If Requesting Organization is a Qualified Entity (QE), some of the provisions contained within the DUA may not apply. In these situations, the Statewide Health Information Network for New York (SHIN-NY) regulations will apply. For QEs, MCD may only be used for treatment, quality improvement, to reduce medically adverse events, and to reduce costs through care coordination as authorized by 18 NYCRR 504.9. All QEs must submit proof of Qualified Entity Certification when returning the DUA form to DOH.
- XII. Confidentiality Statement
 - A. The Requestor has requested the data outlined in Section 3 (“the data”) to “The Conference of Local Mental Hygiene Directors is a statewide membership of the Directors of Community Services (DCS)/Mental Health Commissioners also known as Local Government Unit (LGU) with statutory authority and responsibility for oversight and cross-system management of the local mental hygiene system under Article 41 of the Mental Hygiene Law. The LGU pursuant to § 41.09 are directed to meet the needs of individuals and families affected by mental illness, substance use disorder and/or developmental disability in their communities. DOH and LGU wish to improve care and reduce costs for Medicaid recipients in need of and utilizing services funded by the New York State Medicaid Program. DOH has responsibility, jointly with the Office of Mental Health (OMH), and the Office of Alcohol and Substance Abuse Services(OASAS), Office for People with Developmental Disabilities (OPWDD) and the Directors of Community Services (DCS)/ Mental Health Commissioners also known as Local Government Unit (LGU) to set standards for and monitor the quality of behavioral health services provided to

Medicaid enrollees through Medicaid Managed Care plans, including the specialized managed care plans known as Health and Recovery Plans. LGUs shall receive statewide access to the Medicaid Analytics Provider Portal – Health Home Tracking System (MAPP-HHTS) for the purposes of notification, referral and linkage of these high-risk Medicaid recipients to a Health Home” per Sponsorship and DUA 18-002AH for periods (dates): upon DUA approval and until 1/31/2020.

- B. Section 1902(a)(7) of the federal Social Security Act and Section 369(4) of the Social Services Law require that MCD be treated as confidential and used or disclosed only for purposes directly connected with the administration of the Medical Assistance program.
- C. The Requestor certifies to DOH that the Requestor, its officers, employees, agents or subcontractors will adhere to these Medicaid confidentiality standards and provisions of the legal authority cited by Requestor in the Purpose section. The Requestor will provide the following controls to ensure confidentiality of the MCD:
1. The MCD may only be used for the purpose listed in this Agreement.
 2. Only listed Requestor staff that requires access to MCD to perform functions listed in this Agreement may be given access to the data. Such staff will be instructed by the Requestor in the confidential nature of the data and its proper handling.
 3. The MCD will be stored in locked storage receptacles for physical media or encrypted when in electronic format when the data are not under direct and immediate control of an authorized Requestor staff member engaged in work under this Agreement.
 4. The MCD, including any copies made by the Requestor, will be returned to DOH by the Requestor upon completion of the purpose outlined in the DUA, or with prior written DOH approval, the data may be destroyed by the Requestor after its use and a written confirmation provided by the Requestor to DOH of such destruction.
- XIII. Requestor, its contractors and subcontractors agree to sign the Federal Health Insurance Portability and Accountability Act/ Business Associate Agreement (HIPAA/BAA). Requestor agrees that all staff identified as having access to the MCD in any BAA, Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), contract or subcontracts must match the list provided to DOH. Requestor agrees that the statement of work to be done in the BAA, MOU, MOA, contract or subcontracts must match the purpose outlined in this DUA. Requestor agrees that the duration of the BAA, MOU, MOA, contract, or subcontracts must match the “start” and “end” date as stated in the DUA. Any description of destruction or return of MCD must match that as stated in the DUA.
- XIV. No individual claim-specific data in any form shall be combined or become a permanent part of another database or information sharing and retrieval system. Any use of individual recipient record data beyond this Agreement must have the written approval of DOH.
- XV. Requestor signs this Agreement as a condition for receipt of MCD to ensure maintenance of confidentiality and security of the data pursuant to the laws and provisions outlined within the DUA.

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

Date: 2/8/2018

Signature of Requestor: _____

Requestor's Name (please print): Anthony J. Picente, Jr.

Requestor's Title (please print): County Executive

Organization: Oneida County

Address: 800 Park Ave., Utica, NY 13501

NOTARY

State of _____

} ss.:

County of _____

Subscribed and sworn to before me on this _____ day of _____, 20__

Notarization

DOH Acceptance:

Date: Click here to enter a date.

Signature of DOH Representative: _____

Signer's Name (please print): Click or tap here to enter text.

DUA Identification Number: Click or tap here to enter text.

DUA Start Date: Click or tap here to enter text.

Attachment A – HIPAA BUSINESS ASSOCIATE AGREEMENT

- I. As an entity receiving MCD from DOH under this Data Use Agreement (DUA), Requestor becomes a Business Associate of DOH and therefore agrees to the provisions of the BAA outlined below.
- II. Definitions. For purposes of this Agreement:
 - A. "Business Associate" shall mean: Oneida County
 - B. "Covered Program" shall mean: New York State Department of Health, Health Insurance Programs
 - C. Other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.
- III. Obligations and Activities of Business Associate:
 - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
 - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information (PHI) other than as provided for by this Agreement, and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
 - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of unsecured PHI of which it becomes aware. Such report shall include, to the extent possible:
 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 2. A description of the types of unsecured PHI that was involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information;
 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and
 5. Contact procedures for Covered Program to ask questions or learn additional information.
 - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
 - E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to PHI in a designated record set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.

- F. Business Associate agrees to make any amendment(s) to PHI in a designated record set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
 - G. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Program to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to comply with 45 CFR § 164.528.
 - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
 - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the Federal Department of Health and Human Services (Secretary), in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- IV. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this Agreement, Business Associate may only use or disclose PHI as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this Agreement.
 - B. Business Associate may use PHI for the proper management and administration of Business Associate.
 - C. Business Associate may disclose PHI as required by law.
- V. Term and Termination
- A. This Agreement shall be effective for the term as specified in the contract between the Covered Entity and Business Associate, after which time all of the PHI provided by the Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is impracticable or not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in your contract.
 - B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this Agreement if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
 - C. Effect of Termination.
 - 1. Except as provided in paragraph (C) (2) below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

2. In the event that returning or destroying the PHI is impracticable or not feasible, Business Associate shall provide to Covered Program notification of the conditions that prevented the return or destruction of the PHI. Upon mutual agreement of Business Associate and Covered Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction impracticable or not feasible, for so long as Business Associate maintains such PHI.

VI. Violations

- A. Any violation of this Agreement may cause irreparable harm to the Covered Program. Therefore, the Covered Program may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the Covered Program harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Covered Program from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation.

VII. Miscellaneous

- A. Regulatory References. A reference in this Agreement to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV) (C) of this Agreement shall survive the termination of this Agreement.
- D. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this Agreement, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.
- F. Alcohol and Substance Abuse. If Alcohol and Substance Abuse information is to be disclosed under this Agreement, Business Associate acknowledges that it has been informed of the confidentiality requirements of 42 CFR Part 2.

Business Associate (Subcontractor):

Name: IAnthony J. Picente, Jr.

Entity: Oneida County

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

Signature: _____

Date: Click or tap to enter a date.

Covered Entity

Name: _____

Entity: NYS DOH Office of Health Insurance Programs

Signature: _____

Date: _____

Return to:
Security and Privacy Bureau
Medicaid Data Warehouse
Division of Systems
New York State Department of Health
Office of Health Insurance Programs
(518) 649-4397

Mailing address:
NYSDOH - MISCNY
ESP P1-11S Dock J
Albany NY 12237
medicaid.data.exchange@health.ny.gov

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

Attachment B - DATA DESTRUCTION AFFIDAVIT FORM

1. My name is, Click or tap here to enter text.

2. I am employed at Click or tap here to enter text. , which is located at Click or tap here to enter text.

3. Medicaid Confidential Data (MCD), i.e., Click or tap here to enter text. were obtained from the New York State Department of Health (DOH) pursuant to Data Use Agreement (DUA) Number Click or tap here to enter text.. This DUA was entered into for the following purpose: Click or tap here to enter text.

This project/program was completed on: Click or tap here to enter text.

4. I understand that this project/program specifically prohibits the use of the Medicaid data for any purpose, other than the purpose of which was stated in the DUA, without the prior written approval of the New York State Department of Health, Office of Health Insurance Programs. As the project/program has been completed, I understand that the Medicaid data may no longer be used for any purpose whatsoever.

5. Please check one of the following responses regarding the return or disposal of MCD:

<input type="checkbox"/>	Returned.....	Date: Click or tap to enter a date.
<input type="checkbox"/>	Destroyed by shredding.....	Date: Click or tap to enter a date.
<input type="checkbox"/>	Destroyed by crushing.....	Date: Click or tap to enter a date.
<input type="checkbox"/>	Destroyed by forensic cleaning.....	Date: Click or tap to enter a date.

6. The data was destroyed by: Insert Name of Entity Who Performed Destruction.

7. I understand that there are civil and criminal penalties for violations of the following laws and regulations pertaining to the confidential nature of the Medicaid data:

- Section 367-b(4) of the NY Social Services Law
- New York State Social Services Law Section 369(4)
- Article 27-F of the New York Public Health Law and 18 NYCRR 360-8.1
- Social Security Act, 42 USC 1396a (a)(7)
- Federal regulations at 42 CFR 431.302 and 42 CFR Part 2
- The Health Insurance Portability and Accountability Act (HIPAA) and HITECH, at 45 CFR Parts 160 and 164.
- NYS Mental Hygiene Law Section 33.13

8. I have not retained any MCD disclosed to me under the above-referenced DUA and I understand that any MCD that I might recall from memory remains confidential.

NYSDOH OHIP Data Use Agreement #:Click or tap here to enter text.

APPLICANT SIGNATURE

Date: _____

NOTARY

State of _____ ss.:

County of _____

Subscribed and sworn before me on this _____ day of 20____

NOTARY PUBLIC SIGNATURE

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

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

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

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

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

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138 • Email: publichealth@ocgov.net

January 12, 2018

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

FN 20 18-098

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an Agreement, which requires both Board of Legislators action and your signature between Oneida County through its Health Department - Diagnostic and Treatment Clinic and IonIdea, Inc. for the provision of medical billing services. Such services are performed through the Public Health Law-mandated Immunization, Tuberculosis and Sexually Transmitted Diseases Clinic programs.

The Diagnostic and Treatment Clinic operated by the Oneida County Health Department, located at 406 Elizabeth Street in Utica, strives to obtain insurance reimbursement for all eligible medical services rendered. IonIdea, Inc. will perform this billing service in addition to related services such as liaison with health insurance companies to assure maximization of revenue. This effort reduces county dollars needed to support such mandated services.

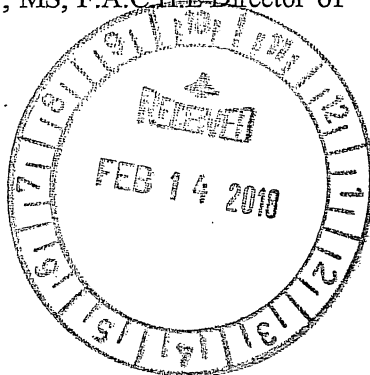
This Agreement will be in effect from February 16, 2018 through February 15, 2021. Reimbursement is based on a flat annual rate of \$42,000 for a three-year total of \$126,000.

This Agreement supports programs mandated by Public Health Law.

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E. Director of Health

Attachments
pb



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

Anthony J. Picente, Jr.
County Executive

Date: 2/14/18

Oneida Co. Department: Public Health

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

Name & Address of Vendor: Ionidea, Inc.
3913 Old Lee Highway, Suite 33B
Fairfax, VA 22030

Title of Activity or Service: Medical Billing Services

Proposed Dates of Operation: February 16, 2018 through February 15, 2021

Client Population/Number to be Served: Clinic customers

Summary Statements

- 1) **Narrative Description of Proposed Services**
Provide medical billing and related services for those clients seen through the Public Health Diagnostic and Treatment Clinic for whom we are eligible to bill their insurance and/or for eligible private pay clients.

- 2) **Program/Service Objectives and Outcomes:** To assure maximum reimbursement for medical services provided in mandated public health clinic programs.

- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$126,000 Account # 4012

Oneida County Dept. Funding Recommendation: \$126,000

Proposed Funding Sources (Federal \$/ State \$/County \$): State provides 36% reimbursement

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Sole responder to Bid Ref #1933

AGREEMENT

THIS AGREEMENT is between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business at 800 Park Avenue, Utica, New York 13501, by and through its Oneida County Health Department having its principal place of business at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as the "Client," and IONIDEA, INC. (DBA Health Tigers), a corporation organized and existing under the laws of the State of Virginia, having its principal place of business at 3913 Old Lee Highway, Suite #33B, Fairfax, Virginia 22030, hereinafter referred to as "IonIdea."

WHEREAS, Client's operations include a Diagnostic and Treatment Clinic, located at 406 Elizabeth Street, Utica, New York 13501, which provides various medical services to the residents of Oneida County; and

WHEREAS, IonIdea is engaged in the business of "Business Process Outsourcing;" and

WHEREAS, IonIdea agrees to be bound by the terms of this Agreement; and

WHEREAS, IonIdea represents that it has the skill and personnel to promptly, efficiently and accurately perform medical billing and accounts receivable collections; and

WHEREAS, Client desires to retain IonIdea as an independent contractor for the purpose of medical billing and accounts receivable collections;

NOW, THEREFORE, in exchange for mutual promises, the parties agree:

1. **RETENTION:** Effective upon the execution of this Agreement, and subject to the terms and conditions hereof, Client retains IonIdea as an independent contractor to Client for the purpose of medical billing and accounts receivable collections in a timely, efficient and accurate manner.
2. **TERM:** The term of this Agreement shall begin as of February 16, 2018 and shall terminate on February 15, 2021.
3. **OBLIGATIONS OF CLIENT:** Client will deliver to IonIdea, on a daily, weekly, and monthly basis, patient medical visit information in an agreeable report format, including the names of patients of specific medical providers and pertinent information in connection with those said providers and patients, to IonIdea for the purpose of medical billing and accounts receivable collections.
4. **RESPONSIBILITIES OF IONIDEA:**
 - a. IonIdea agrees to deploy the required skilled resources to perform medical billing and accounts receivable collection services for the Client's Diagnostic and Treatment Clinic, and to send reports on daily and weekly basis to Client.

- b. IonIdea will assign a point of contact for all the operations and delivery-related transactions and reporting.
- c. IonIdea agrees to deploy dedicated resources to perform said medical billing and accounts receivable collection services. Client will be given prior notice whenever staff members deployed on compliance with this Agreement are to be replaced due to employee attrition or any other reason.

5. **CONFIDENTIALITY.** The parties acknowledge and agree that in order to carry out this Agreement it is necessary for the Client to reveal certain confidential information to IonIdea. The parties recognize that the Client has a vital interest in maintaining its proprietary right to its confidential information as defined below. "Confidential Information" includes, without limitation, all information disclosed to or known by IonIdea as a consequence of its relationship with the Client relating to the Client's business, patients, processing services, including but not limited to trade secrets, proprietary information, processes, computer programs, new products and development information and plans, plans for future development, know-how, and any other non-public, technical or business information of the Client.

- a. IonIdea, its agents, and employees agree not to use any Confidential Information for their own purpose or to disclose any confidential information to any person, partnership, firm, corporation or other entity for any reason, except upon prior written consent of the Client.
- b. Upon the termination of the parties' relationship, or at a sooner time upon request of the Client, IonIdea shall promptly return to the Client any materials, documents, equipment, software, programs, computer discs or other data compilations (both original and copies) that may be in IonIdea's possession, custody or control, which were provided to IonIdea by the Client, or which constitute or contain Confidential Information.
- c. The parties agree that the unauthorized disclosure or use of any Confidential Information is likely to cause the Client immediate or irreparable injury, not adequately compensated by monetary damages, and therefore the Client shall be entitled, exclusive of its arbitration remedies, to obtain any temporary, preliminary or permanent injunctive relief necessary to prevent such disclosure or use, or threat of such disclosure or use. Nothing in this Agreement, however, shall be construed to prohibit the Client from pursuing any other remedy that may be available, including money damages insofar as they can be determined.

6. **RIGHT TO TERMINATE:** Either party may terminate this Agreement at any time, for any reason, by giving Thirty (30) days prior written notice to the other party and shall be relieved of any further liability after the date of termination provided that all priority expenses are paid to the date of termination and further provide that the Client shall remain responsible for all of IonIdea's bills for services rendered through the date of termination.

7. STATE LAW:

- a. This Agreement shall be governed by and in accordance with the laws of the State of New York, without regard to its conflict of law provisions.
- b. In the event of any dispute, controversy, or claim arising out of, or in connection with, the existence, validity, construction, performance, and termination of this Agreement, the parties agree that either party may file an action in a court of competent jurisdiction in Oneida County, New York.

8. SERVICE OF PROCESS:

- a. IonIdea expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.
- b. IonIdea expressly consents to personal jurisdiction in New York State.

9. PERFORMANCE OF SERVICES:

- a. IonIdea represents that IonIdea is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services described in Section 4 above, hereinafter referred to as the "Services." IonIdea shall use its best efforts to perform these services such that the results are satisfactory to the Client. IonIdea shall be solely responsible for determining the location, method, details and means of performing the Services, except where Federal and/or State Laws and Regulations impose specific requirements on performance of the same.
- b. IonIdea may, at IonIdea's own expense, employ or engage the Services of such employees, subcontractors and/or partners as IonIdea deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Client, and the Client shall have no obligation to provide Assistants with any salary or benefits. IonIdea shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the Client, in in compliance with any and all applicable Federal and/or State Laws and Regulations. IonIdea shall expressly advise the Assistants of the terms of this Agreement.
- c. IonIdea acknowledges and agrees that IonIdea and its Assistants have no authority to enter into contracts that bind the Client or create obligations on the part of the Client without the prior written authorization of the Client.

10. INDEPENDENT CONTRACTOR STATUS:

- a. It is expressly agreed that the relationship of the IonIdea to the Client shall be that of an Independent Contractor. IonIdea's Assistants shall not be considered employees of the Client for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. IonIdea, 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 Client 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 Client.

- b. IonIdea 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. IonIdea and Client agree that IonIdea 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. IonIdea's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. IonIdea acknowledges and agrees that neither IonIdea, nor its Assistants, shall be eligible for any Client employee benefits, including retirement membership credits.
 - e. IonIdea shall be solely responsible for applicable taxes for all compensation paid to IonIdea or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to IonIdea's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Client shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). IonIdea shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The IonIdea shall indemnify and hold the Client harmless from all loss or liability incurred by the Client as a result of the Client not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the IonIdea's Independent Contractor status, it is agreed that both the Client and IonIdea shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, regardless of with whom or by whom such discussions or negotiations are initiated.
 - h. IonIdea 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.
11. **EXPENSES:** IonIdea 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.
12. **TRAINING:** IonIdea shall not be required to attend or undergo any training by the Client. IonIdea 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.

13. **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.
14. **WAIVER OR MODIFICATION:** It is further agreed that no waiver or modification of this Agreement shall be valid unless in writing and signed by all the parties to this Agreement.
15. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties. This Agreement supersedes all prior oral and/or written agreements between the parties.
16. **BINDING EFFECT:** This Agreement shall be binding on and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, legal representatives and successors.
17. **SEVERABILITY:** In the event that any one of the terms and / or conditions of this Agreement shall be declared as invalid or illegal, then and in the event, the remaining terms and conditions of this Agreement shall continue in full force and effect.
18. **SERVICE FEES AND BILLING:**
 - a. The Client shall reimburse IonIdea for the services rendered pursuant to this Agreement at a rate of \$42,000 annually billed by IonIdea monthly at \$3,500. The Client shall not be responsible for reimbursing IonIdea for any other additional fees for the services provided.
 - b. Payments to IonIdea shall be made upon receipt of a completed Oneida County voucher, which shall contain a detailed description of the services rendered to the Client and the cost of each of those services as described above. Said voucher and supporting documentation must be approved by the Oneida County Health Department prior to submission to the Client's Audit and Control Department for payment.
 - c. Payments under this Agreement shall not exceed \$126,000.00 for the term of this Agreement.
19. **INSURANCE COVERAGE:**
 - a. IonIdea shall procure and maintain at their own expense until final completion of the work covered by this Agreement, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under this Agreement whether performed by IonIdea or by its subcontractors.
 - b. IonIdea shall furnish to the Client a certificate or certificates of insurance in a form satisfactory to the Oneida County Attorney showing that IonIdea has

complied with all insurance requirements set forth below, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Client. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with this Agreement resulting from this proposal solicitation.

- c. The kinds and amounts of insurance are as follows:
- i. **WORKERS' COMPENSATION AND DISABILITY INSURANCE.** A policy covering the operations of IonIdea in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the New York Workers' Compensation Law, covering all operations under this Agreement, whether performed by IonIdea or IonIdea's subcontractor. This Agreement shall be void and of no effect unless the person or corporation making or executing same shall ensure compensation coverage for the benefits of, and keep insured during the life of this Agreement, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.
 - ii. **LIABILITY AND PROPERTY DAMAGE INSURANCE:** Issued to IonIdea naming Oneida County as an additional insured, on a primary and non-contributory basis, and covering liability with respect to all work performed by IonIdea under this Agreement. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$2,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
 - A. Comprehensive Form
 - B. Premises-Operations
 - C. Products/Completed Operations
 - D. Contractual Insurance covering the Hold Harmless Provision
 - E. Broad Form Property Damage
 - F. Independent Consultants
 - G. Personal Injury
 - iii. **CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE:** A policy issued to IonIdea and covering the liability for damages imposed by law upon IonIdea for the acts or neglect of each of the IonIdea's subcontractors with respect to all work performed by said subcontractors under this Agreement.
 - iv. **PROFESSIONAL LIABILITY INSURANCE:** A policy to cover errors and omissions of IonIdea with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - v. **MOTOR VEHICLE INSURANCE:** Issued to IonIdea and covering liability and property damage on IonIdea's vehicles in the amount of \$1,000,000 per occurrence.

19. **HIPAA BUSINESS ASSOCIATE STATUS:**

- a. HIPAA Assurances. The parties to this Agreement agree that the Client is a Covered Entity, as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164). In the event IonIdea creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of "Business Associate," as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), IonIdea shall:
- i. Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
 - ii. Not use or further disclose the PHI, except as permitted by law;
 - iii. Not use or further disclose the PHI in a manner that had the Client done so, would violate the requirements of HIPAA;
 - iv. Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
 - v. Comply with each applicable requirements of 45 C.F.R. Part 162 if the IonIdea conducts Standard Transactions for or on behalf of the Client;
 - vi. Report promptly to the Client any security incident or other use or disclosure of PHI not provided for by this Agreement of which IonIdea becomes aware;
 - vii. Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the IonIdea obligations under this paragraph and agree to the same restrictions and conditions;
 - viii. Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
 - ix. Account for PHI disclosures for up to the past six (6) years as requested by Client, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
 - x. Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and
 - xi. Incorporate any amendments or corrections to PHI when notified by the Client or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.
- b. Termination upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the Client may immediately terminate this Agreement if it

determines that IonIdea breaches any term in this Agreement. Alternatively, the Client may give written notice to IonIdea in the event of a breach and give IonIdea five (5) business days to cure such breach. Client shall also have the option to immediately stop all further disclosures of PHI to IonIdea if the Client reasonably determines that IonIdea has breached its obligations under this Agreement. In the event that termination of this Agreement is not feasible, IonIdea hereby acknowledges that the Client shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.

- c. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the Client, IonIdea shall either return or destroy all PHI received from the Client or created or received by IonIdea on behalf of the Client in which IonIdea maintains in any form. IonIdea shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that IonIdea determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, IonIdea shall provide to the Client notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for IonIdea to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as IonIdea maintains such PHI.
- d. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and that the terms of this Agreement are not for the benefit of any third party beneficiaries.
- e. De-Identified Data. Notwithstanding the provisions of this Agreement, IonIdea and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
- f. Amendment. IonIdea and the Client agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.
- g. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Client to comply with the then most current version of HIPAA and the HIPAA privacy regulations.
- h. Survival. The obligations relating to HIPAA and the HIPAA privacy regulations imposed by this Agreement shall survive any expiration or termination of this Agreement.

20. **STANDARD ADDENDUM:** The parties agree to be bound by terms contained in the Oneida County Standard Addendum, which is attached hereto and made a part hereof as "Exhibit A."

EXHIBIT A
STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM is between the County of Oneida, hereinafter known as **COUNTY**, and Ionldea, Inc., a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default;
- and

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

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

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

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

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CLIENT – ONEIDA COUNTY

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

Date: _____

IONIDEA INC.

By: Kishan
Name: ~~Mukundan K. Narayana~~
Title: ~~Director of Contracts~~

Date: Jan 31, 2018

KISHAN ANANTHRAM
APPROVED CEO

By: _____
Name: Raymond F. Bara
Title: Assistant County Attorney

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

February 13, 2018

FN 20 18-099

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear County Executive Picente:

As you are aware, Oneida County seeks to ensure that our farms continue to succeed and contribute to our economy and our quality of life. Cornell Cooperative Extension Association of Oneida County will conduct activities to ensure that policies at all levels of local government are supportive of agriculture. In order to process these funds, we need your signature to finalize the contract execution between Oneida County and Cornell Cooperative Extension Association of Oneida County.

The funding of \$30,000 will be utilized to further the goals of the Oneida County Ag-Friendly Initiative.

If you are in agreement, it would be great appreciated if you would please endorse this letter and agreement and forward the same to the Board of Legislators for consideration at their next session.

Thank you for your assistance in this matter.

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner



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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 3-7-18

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other (County Law) X
(§224 (8))

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendors: Cornell Cooperative Extension Association of Oneida County
121 Second Street
Oriskany, New York 13424

Title of Activity or Service: Oneida County Ag-Friendly Initiative

Proposed Dates of Operation: For one year from execution (approx. April 1, 2018 – April 1, 2019)

Client Population/Number to be Served: Local municipalities

Summary Statements

- 1) **Narrative Description of Proposed Services:** The Cornell Cooperative Extension Association of Oneida County will utilize the \$30,000 to further the goals of the Oneida County Ag-Friendly Initiative.
- 2) **Program/Service Objectives and Outcomes:** Survey local municipal regulations for agriculture supportive policies; develop Ag-Friendly model language; identify Ag-Friendly municipalities; provide educational workshops. In addition, a consultant will review the audit findings with the four municipalities reviewed in the Farmland Protection Plan and provide education to the remaining Oneida County municipalities.
- 3) **Program Design and Staffing:** To be staffed by Cornell Cooperative Extension Association of Oneida County.

Total Funding Requested: \$30,000

Account # A8752.495144

Oneida County Dept. Funding Recommendation: \$30,000

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

AGREEMENT

THIS AGREEMENT (the "Agreement"), made the day of , 2018, by and between the County of Oneida, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the "County;" and the Cornell Cooperative Extension Association of Oneida County, a duly organized extension service association approved by Cornell University, having its principal place of business at 121 Second Street, Oriskany, New York 13424, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County seeks to ensure that our farms continue to succeed and contribute to our economy and our quality of life; and

WHEREAS, on June 14, 2017, in Resolution Number 186, the Oneida County Board of Legislators authorized and approved the Oneida County Agricultural and Farmland Protection Plan (hereinafter, the "Plan"); and

WHEREAS, the Plan includes the development and implementation of an Agriculture-Friendly Oneida County Initiative (hereinafter, the "Ag-Friendly Initiative"); and

WHEREAS, the Plan tasks the Contractor with the development of this Ag-Friendly Initiative; and

WHEREAS, the Contractor is an agency that possesses the skills and resources necessary to ensure that policies at all levels of government are supportive of agriculture; and

WHEREAS, the parties intend that the Contractor receive funding from the County in exchange for the performance of such duties,

NOW, THEREFORE it is agreed as follows:

1. **FEE FOR SERVICES:** The County agrees to provide a total of thirty thousand dollars (\$30,000.00) to the Contractor for the services provided under the terms of this Agreement.

2. **SCOPE OF SERVICES (CONTRACTOR):** The Contractor shall complete the following activities:

- a. Take all actions necessary for the development and implementation of the Ag-Friendly Initiative, including, but not limited to, the following:
 - i. Survey and identify local municipal regulations and procedures for agriculture-supportive policies; and
 - ii. Develop agriculture-friendly model language for local municipalities to include in their regulations and policies; and
 - iii. Identify existing agriculture-friendly local municipalities; and
 - iv. Provide educational workshops on drafting and adopting agriculture-friendly regulations and policies for local municipal officials.
- b. Hire a consultant to review the audit findings with the four municipalities reviewed/audited in the Plan including developing agriculture-friendly model language to include in their regulations and policies and providing educational workshops to local municipalities on becoming more agriculture-friendly; and
- c. Submit regular reports to the County, outlining and describing all activities taken to date in the implementation of the Ag-Friendly Initiative. Said reports should be submitted to the County at least quarterly; and
- d. Submit a complete line-item budget to the County at least annually, detailing all expenditures in furtherance of the Ag-Friendly Initiative; and
- e. Prepare a final report for the County and its partners to review.

3. **PERFORMANCE OF SERVICES:**

- a. The Contractor warrants and represents that it is qualified to perform the work and services required under this Agreement, and that it is familiar with and will comply with all relevant and applicable federal, state, and local statutes, rules, and regulations affecting its performance under this Agreement. The Contractor shall be solely responsible for determining the location, method, details and means of performing the

services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

- b. The Contractor warrants and represents that each person performing work under this Agreement shall be completely trained, fully qualified and competent to perform such work, and shall be properly licensed or certified, when required by law, to perform such services. The Contractor is hereby given notice that the County will be relying upon the accuracy, competence, and completeness of the Contractor's services in using the reports, summaries and projections prepared under this Agreement.
- c. The services to be rendered by the Contractor under this Agreement shall be performed in an efficient and expeditious manner and in accordance with generally accepted professional standards and practices.
- d. The Contractor acknowledges and agrees that the Contractor's officers, agents, directors and employees have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

4. INDEMNIFICATION:

- a. To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (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 Contractor, its officers, agents, employees (including the Contractor's authorized personnel) arising out of or in connection with the exercise by Contractor or any of the Contractor's authorized personnel of the rights and privileges granted by or

pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

5. INDEPENDENT CONTRACTOR STATUS

- a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor's officers, agents, directors and employees shall not be considered to be employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that its officers, agents, directors and employees will conduct themselves in accordance with such status, and that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and that they will not by reason thereof, make any claims, demands or applications to or for any right or privilege applicable to officers or employees of the County.
- b. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its its officers, agents, directors and employees under this Agreement, and for compliance with all applicable labor and employment requirements including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- c. 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.
- d. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's independent contractor status, it is agreed that both the County and the Contractor shall have the right to participate in

any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

- e. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

6. **EXPENSES:** The Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.
7. **TRAINING:** The Contractor's officers, agents, directors and employees shall not be required to attend or undergo any training by the County. The Contractor shall be fully responsible for any 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.
8. **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.
9. **ENTIRE AGREEMENT:** The terms of this Agreement, including any attachments, amendments, addendums or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings, or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly noted authorized representative of the parties sought to be bound.

10. **EFFECTIVE DATE:** This Agreement shall be effective upon its execution by both parties and shall terminate one year from the date of execution.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

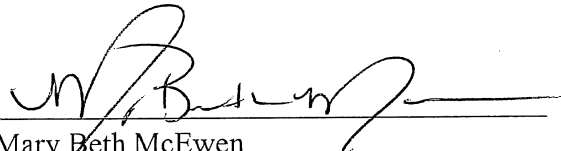
ONEIDA COUNTY

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ONEIDA COUNTY

By:  _____

Mary Beth McEwen
Executive Director

Date: 2/26/18

Approved

By:  _____

Robert E. Pronteau, Esq.
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

ONEIDA COUNTY
OFFICE 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 - 100

PUBLIC SAFETY

February 22, 2018

WAYS & MEANS

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

Dear Mr. Picente:

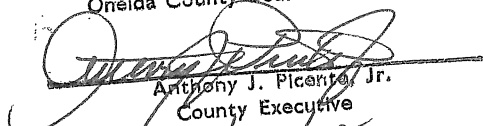
Enclosed is the yearly Federal Equitable Sharing Agreement for the District Attorney's Office. This is a federal forfeiture account used for providing equipment, training, and other services. This is an annual accounting of funds in the account. The ending balance is \$66,101.43.

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

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

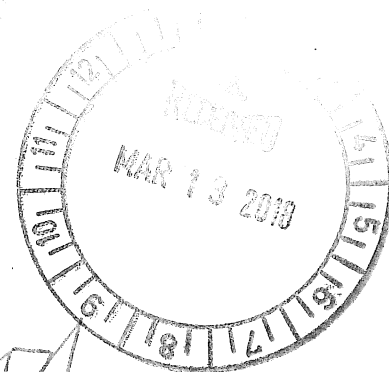
Thank you for your time and assistance in this matter.

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


Anthony J. Picente, Jr.
County Executive
Date 3/13/18

Sincerely,


Scott D. McNamara
Oneida County District Attorney



SDM/kh
Enc.

Oneida Co. Department: DISTRICT ATTORNEY

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Oneida County District Attorney's Office
235 Elizabeth Street
Utica, New York 13501

Title of Activity or Service: Federal Equitable Sharing Agreement

Proposed Dates of Operation: 01/01/2017 – 12/31/2017

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: Federal forfeiture account used for providing equipment, training and other services. This is an annual accounting of funds in this account. Ending balance is \$66,101.43.

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

3) Program Design and Staffing: N/A

Total Funding Requested: N/A **Account #** N/A

Oneida County Dept. Funding Recommendation: None

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

Cost Per Client Served: None

Past Performance Data: None

O.C. Department Staff Comments: None



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: NY032013A
 Agency Name: Oneida County District Attorney's Office
 Mailing Address: 235 Elizabeth Street
 Utica, NY 13501

Type: Prosecutor's Office

Finance Contact

Name: Mcnamara, Scott
 Phone: 3157985437

Email: Smcnamara@ocgov.net

ESAC Preparer

Name: Saba, Joseph
 Phone: 315-798-5684

Email: Jsaba@ocgov.net

FY End Date: 12/31/2017

Agency FY 2018 Budget: \$5,010,752.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance <small>(Must match Ending Balance from prior FY)</small>	\$24,603.48	\$0.00
2	Equitable Sharing Funds Received	\$41,338.34	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force <small>(Complete Table B)</small>	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$159.61	\$0.00
6	Total Equitable Sharing Funds Received <small>(total of lines 1-5)</small>	\$66,101.43	\$0.00
7	Equitable Sharing Funds Spent <small>(total of lines a - n below)</small>	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and line 6)</small>	\$66,101.43	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants <small>(Complete Table C)</small>	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies <small>(Complete Table D)</small>	\$0.00	\$0.00
l	Support of community-based programs <small>(Complete Table E)</small>	\$0.00	\$0.00
m	Non-categorized expenditures <small>(Complete Table F)</small>	\$0.00	\$0.00
n	Salaries <small>(Complete Table G)</small>	\$0.00	\$0.00
Total		\$0.00	\$0.00

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? YES NO

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

- 1. Submission.** This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.
- 2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.
- 3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.
- 4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.
- 5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

- 6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

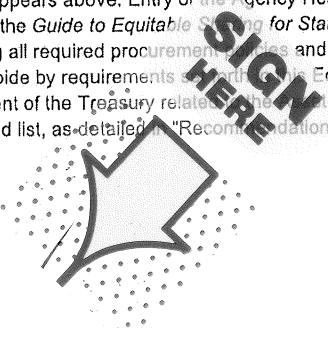
Yes No

Agency Head

Name: McNamara, Scott D.
Title: Oneida County Dist. Atty.
Email: Smcnamara@ocgov.net

Signature: Scott D. McNamara Date: 3/8/2015

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.



Governing Body Head

Name: Picente, Anthony J.
Title: Oneida County Executive
Email: Apicente@ocgov.net

Signature: _____ Date: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

March 12, 2018

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

FN 20 18-101

PUBLIC WORKS

WAYS & MEANS

Re: Resolution Authorizing Submittal of Application to NYSEFC
Phase 6A –Facility and Treatment Process Improvements – Construction
CWSRF Nos. C6-6070-08-05 and C6-6070-08-15

Dear County Executive Picente:

As you know, preparations are underway to apply to New York State Environmental Facilities Corporation (NYSEFC) for continuing funding of the project listed above. This financing is intended to fund the remainder of the construction related costs associated with the upgrades at the Water Pollution Control Plant. A Bond Authorization in the amount of \$160,000,000 was adopted by the Board of Legislators on November 22, 2018 (Resolution No. 393).

As part of the application process, a resolution from the Board of Legislators authorizing the submittal of the application must be passed. The application for funding to NYSEFC is now due. A draft resolution is attached.

I would appreciate consideration of this matter by you and the Board of Legislators so that this resolution be acted upon at the April 11th Board meeting. I am available to meet with you or the Board to discuss this request and explain this in more detail.

Thank you for your consideration in this matter.

Sincerely,
**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner

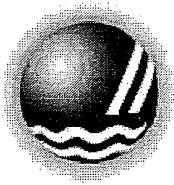
cc: Karl E. Schrantz, P.E. – O'Brien and Gere Engineers, Inc.



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

Anthony J. Picente, Jr.
County Executive

Date 3/13/18



**RESOLUTION AUTHORIZING CWSRF APPLICATION
AND AGREEMENT FOR PROJECT FINANCING
NEW YORK CLEAN WATER STATE REVOLVING FUND**

Resolution authorizing the execution and filing of an application and execution and delivery of an agreement setting forth the terms of the Project financing and other documents necessary for CWSRF assistance.

WHEREAS,

County of Oneida

(Legal Name of Applicant)

herein called the "Applicant", after thorough consideration of the various aspects of the problems and study of available data, has hereby determined that the project generally described as:

Water Pollution Control Plant Upgrades – Phase 6A

(Description of Project)

and identified as CWSRF Project Number(s) C6-6070-08-05 , C6-6070-08-15

herein called the "Project", is desirable and in the public interest, and to that end it is necessary that action preliminary to the construction of said Project be taken immediately; and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (as such may be amended from time to time, the "Water Quality Act"), requires each State to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants under the Water Quality Act; and

WHEREAS, the State of New York has, pursuant to the State Water Pollution Control Revolving Fund Act, Chapter 565 of the Laws of New York 1989, as amended (the "CWSRF Act") established in the custody of the New York State Environmental Facilities Corporation (the "Corporation") a water pollution control revolving fund (the "Fund") to be used for purposes of the Water Quality Act; and

WHEREAS, the Corporation has been created, reconstituted and continued pursuant to the New York State Environmental Facilities Corporation Act, as amended, being Chapter 744 of the Laws of 1970, as amended, and constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, and constitutes a public benefit corporation under the laws of the State of New York, being a body corporate and politic with full and lawful power and authority to provide financial assistance from the Fund; and

WHEREAS, the Corporation has the responsibility to administer the Fund and to provide financial assistance from the Fund to municipalities for eligible projects, as provided in the CWSRF Act; and

WHEREAS, the CWSRF Act authorizes the establishment of a program for financial assistance for planning, design and construction of eligible CWSRF projects;

NOW, THEREFORE, BE IT RESOLVED BY

Oneida County Board of Legislators as follows;
(Governing Body of Applicant)

1. The filing of an application (or applications) to the New York State Environmental Facilities Corporation for CWSRF subsidized loan assistance required by the Corporation in conformity with the CWSRF Act is hereby authorized, including all understandings and assurances contained in said application.
2. The resolution is further extended to authorize the filing of an application (or applications) to the New York State Environmental Facilities Corporation for grant assistance through various programs that it administers.
3. The following person is directed and authorized as the official representative of the Applicant to execute and deliver an application for CWSRF assistance, to execute and deliver the Project financing agreement and any other documents necessary to receive financial assistance from the Fund for the Project, to act in connection with the Project and to provide such additional information as may be required and to make such agreements on behalf of the Applicant as may be required:

Mr. Anthony J. Picente, Jr.
(print name)

County Executive
(print title)

4. The official designated above is authorized to make application for financial assistance under the CWSRF Program for either short-term or long-term financing or both.
5. One (1) certified copy of this Resolution shall be prepared and sent to the **New York State Environmental Facilities Corporation, 625 Broadway, Albany, New York 12207-2997.**
6. This Resolution shall take effect immediately.

CERTIFICATE OF RECORDING OFFICER

The attached Resolution is a true and correct copy of Resolution No. _____
authorizing the execution and filing of an application and the execution and delivery of a Project financing agreement and other documents necessary for CWSRF assistance, as regularly adopted at a
legally convened meeting of the Oneida County Board of Legislators
(Name of Governing Body of the Applicant)

duly held on the _____ day of _____ ; and further that such Resolution has
(month) (year)
been fully recorded in the Records of the Board in my office. In witness whereof, I
(Title of Record Book)

have hereunto set my hand at this _____ day of _____ .
(month) (year)

If the Applicant has an Official Seal, impress here.

(Signature of Recording Officer)

Secretary to the Oneida County Board of Legislators
(Title of Recording Officer)

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

March 9, 2018

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

FN 20 18-102

PUBLIC WORKS

WAYS & MEANS

Re: Sauquoit Creek Flood abatement

Dear County Executive Picente:

On August 1, 2017 in response to damaging floods, the Governor of New York State announced funding to increase the resiliency of the Sauquoit Creek Watershed in Oneida County. Governor Cuomo promised investment in new coordinated state actions to help Mohawk River Basin communities hard hit by recent floods. The announcement included funds from the Environmental Protection Fund (EPF) to be used to support the cooperative efforts of the Sauquoit Creek Basin Intermunicipal Commission (SCBIC) in the development and implementation of flood abatement projects throughout the Sauquoit Creek watershed.

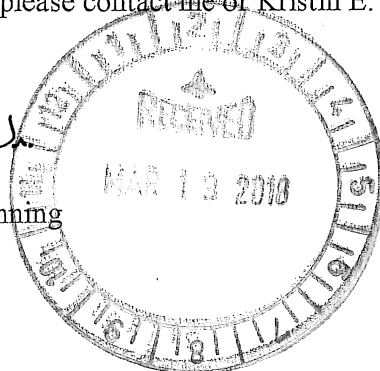
Oneida County has supported the cooperative efforts of the SCBIC in the development and implementation of flood abatement projects throughout the Sauquoit Creek watershed and will continue to provide assistance to the SCBIC in the application for private, state and federal grant programs. Since the NYS DEC grant does not require a local match, no Oneida County dollars will be expended on this project.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to sign an agreement between Oneida County and New York State, through the Department of Environmental Conservation in order to accept the grant award in the amount of \$20,000.

If you are in agreement, please forward this letter and the attached draft resolution to the Board of Legislators for consideration at their **April 16, 2018** meeting. Should you have any questions regarding this matter please contact me or Kristin E. Campbell, Associate Planner.

Sincerely,

John R. Kent, Jr.
John R. Kent, Jr.
Commissioner of Planning



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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 3/13/18

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other(Grant) X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Department of Environmental Conservation
625 Broadway
Albany, NY 12233-1080

Title of Activity or Service: Funds to support the Sauquoit Creek Basin Intermunicipal Commission in the development and implementation of flood abatement projects throughout the Sauquoit Creek watershed.

Proposed Dates of Operation: April 1, 2017 – March 31, 2019

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** To support the cooperative efforts of the Sauquoit Creek Basin Intermunicipal Commission (SCBIC) in grant application, administration, implementation and closeout.

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

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

Total Funding Requested: \$20,000.00 **Account #** **K3909 Revenue**
A8221 Expense

Oneida County Dept. Funding Recommendation: \$20,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-1080</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01 CONTRACT NUMBER: DEC01-T00503GG-3350000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: Oneida County</p>	<p>PROJECT NAME: Sauquoit Creek Flood Abatement</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable): 075814186</p>	<p>AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 800 PARK AVE UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: Exemption State/Code: <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DEC01-T00503GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 04/01/2017 To: 03/31/2019</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 04/01/2017 To: 03/31/2019</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$20,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

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

Contract Number: # DEC01-T00503GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants

Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-4 Net Deficit Budget
 B-1 (A) Expenditure Based Budget (Amendment)
 B-2 (A) Performance Based Budget (Amendment)
 B-3 (A) Capital Budget (Amendment)
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Contract Number: # DEC01-T00503GG-3350000

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

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

ONEIDA COUNTY OF

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Environmental Conservation

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # DEC01-T00503GG-3350000

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

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

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

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

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

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

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

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

J. Notice:

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

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

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

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

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

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

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

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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

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

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

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

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

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

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

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

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

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

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

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

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

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

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

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

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

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

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

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

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

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

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

⁹ Not applicable to not-for-profit entities.

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**Standard Clauses for All New York State
Department of Environmental Conservation Contracts**

The parties to the attached contract, license, lease, grant, 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 to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual (ADAI@) within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee (ACRC@) within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Joe DiMura, Director, Bureau of Water Compliance
NYSDEC, Division of Water
625 Broadway, 4th Floor
Albany, New York 12233-3506
(518) 402-8117

The designated appeal individual to review decisions is:

Alan Fuchs, Director, Bureau of Flood Protection and Dam Safety
NYSDEC, Division of Water
625 Broadway, 4th Floor
Albany, New York 12233-3504
(518) 402-8185

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.
- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

- (a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

- (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
- (2) alterations of the items by the Department;
- (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
- (4) use of items in combination with apparatus or devices not delivered by the Contractor;
- (5) use of items in a manner for which the same were neither designed nor contemplated; or
- (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect

interest by license or otherwise.

- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

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

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of **20%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
- (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

(c) Equal Employment Opportunity (EEO)

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If

any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

- (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
- (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
- (iv) The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employer Department, 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 employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
 - e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 0% Minority Labor Force Participation, 0% Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (d) MWBE Utilization Plan**
 - (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
 - (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
 - (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.
- (e) Waivers**
 - (1) For Waiver Requests Contractor should use Waiver Request Form.
 - (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
 - (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- (f) Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
- (g) Liquidated Damages - MWBE Participation**
 - (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
 - (2) Such liquidated damages shall be calculated as an amount equaling the difference between:
 - (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
 - (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

XI. Iran Divestment Act Requirements

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/reggs/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.

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner 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.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- B. With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project

was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. 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 of 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.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: New York State Department of Environmental Conservation
Division of Water
625 Broadway – 4th Floor
Albany, NY 12233-3506
518-402-8177

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as

Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor’s Work under this contract, or as a result of Contractor’s activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Water, Mohawk River Basin Program, 625 Broadway, 4th Floor, Albany, New York 12233-3500, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers’ Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers’ Compensation Law.

Evidence of Workers’ Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers’ Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers’ Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers’ Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be

covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation Division of Water, Mohawk River Basin Program, 625 Broadway, 4th Floor, Albany, New York 12233-3500, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery

coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Sauquoit Creek Flood Abatement

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 04/01/2017

To: 03/31/2019

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0 %	\$0.00	\$0.00
2. Non Personal Services					
a) Contractual Services	\$20,000.00	\$0.00	0 %	\$0.00	\$20,000.00
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$20,000.00	\$0.00	0 %	\$0.00	\$20,000.00
TOTAL	\$20,000.00	\$0.00	0 %	\$0.00	\$20,000.00

Contract Number: # DEC01-T00503GG-3350000

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Herkimer-Oneida Counties Comprehensive Planning Program	\$20,000.00
TOTAL	\$20,000.00

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Sauquoit Creek Flood Abatement

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 04/01/2017

To: 03/31/2019

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.
To support the cooperative efforts of the Sauquoit Creek Basin Intermunicipal Commission (SCBIC) in the development and implementation of flood abatement projects throughout the Sauquoit Creek watershed.

Contract Number: # DEC01-T00503GG-3350000

Page 1 of 1 , Attachment C - Work Plan Summary

**ATTACHMENT C - WORK PLAN
DETAIL**

Objective

1 HOCCPP support of SCBIC

Tasks

1 Seeking Funding Opportunities - To support the cooperative efforts of the SCBIC in the development and implementation of flood abatement projects throughout the Sauquoit Creek Watershed, HOCCPP will provide assistance to the SCBIC in the pursuit of and application for private, state and federal grant programs

Performance Measures

- 1 Seek out Grant Opportunities - Seek out and present grant opportunities related to flood abatement to the Sauquoit Creek Basin Intermunicipal Commission - 20
- 2 Grant Application and Administration - Prepare applications and assist in the administration of secured grants. - 20
- 3 Coordination - Coordinate activities in the execution of any grant award(s) such as providing assistance with administration of payments, processing vouchers and working with the awarding agency. - 20
- 4 Grant Close-out - Assist with the final closeout of grant awards and bookkeeping - 20
- 5 Required Reporting - Quarterly reports & final report to DEC detailing submitted application(s) for grant opportunities related to flood abatement, including project details, outcome of applications, status of grant award and details associated with grant administration. - 20

II. REPORTING PROVISIONS

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

Narrative/Qualitative Report

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

Statistical/Quantitative Report

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

Expenditure Report

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

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1

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

Contract Number: # DEC01-T00503GG-3350000

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Contract Number: # DEC01-T00503GG-3350000