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COMMUNICATIONS WITH DOCUMENTATION

January 16, 2019

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

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ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

December 13, 2018

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

FN 20 19-019

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

New York State has awarded Oneida County a Multi-Modal Capital Project grant in the amount of \$250,000.00 for improvements to Union Station. Proposed improvements include shore power extension for Adirondack Scenic Railroad locomotives and coaches, structural concrete repairs, lighting upgrades, and window repairs.

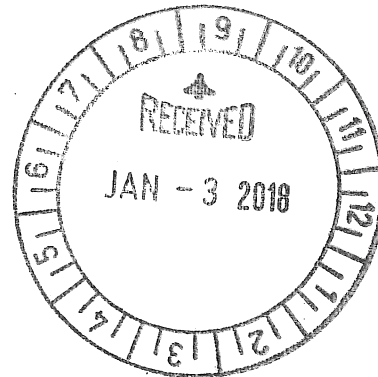
When the enclosed Multi-Modal Program Capital Project Agreement is fully executed, Oneida County can be reimbursed up to \$250,000.00 as expenditures are made for the aforementioned improvements.

If acceptable, please forward the enclosed agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner



cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
 County Executive

Date 1-3-19

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: | New York State Department of Transportation
Freight & Passenger Rail Bureau
50 Wolf Road
Albany, NY 12232

Title of Activity of Service: | Multi-Modal Program Capital Project Agreement

Proposed Dates of Operation: | Start on Execution – 12/31/2019

Client Population/Number to be Served: | N/A

Summary Statements

1) Narrative Description of Proposed Services:

New York State has awarded Oneida County a Multi-Modal Capital Project grant in the amount of \$250,000.00 for improvements to Union Station. Proposed improvements include shore power extension for Adirondack Scenic Railroad locomotives and coaches, structural concrete repairs, lighting upgrades, and window repairs.

When the enclosed Multi-Modal Program Capital Project Agreement is fully executed, Oneida County can be reimbursed up to \$250,000.00 as expenditures are made for the aforementioned improvements.

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

3) Program Design and Staffing: N/A

4)Funding

Account #: H-473

Total Funding Requested: \$250,000.00

Oneida County Dept. Funding Recommendation: \$250,000.00

Proposed Funding Sources

Federal: \$0.00

State: \$250,000.00

County: \$0.00

Other: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

MULTI-MODAL PROGRAM CAPITAL PROJECT AGREEMENT

COMPTROLLER'S CONTRACT NO. D027624

THIS AGREEMENT made this _____ day of _____, 201_, is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, New York 12232 and

County of Oneida (the "**Sponsor**"), with offices at 5999 Judd Road, Oriskany, NY 13424

to provide for the funding, construction, reconstruction, improvement, reconditioning and preservation of a project or projects within the Multi-Modal Programs, consisting of rail passenger facility and equipment, rail freight facility, certain port facility; fixed ferry facility, municipal and private airport and aviation facility, and State, county, town, city, and village road, highway, parkway and bridge capital project(s), as more fully described for the purposes of this contract in Schedule(s) A hereof (the "Project"). The amount of NYSDOT's funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A for funding by NYSDOT.

WITNESSETH:

WHEREAS, Transportation Law 14-k establishes the Multi-Modal Programs, that provide bond funding for projects authorized pursuant to such section as approved by the Commissioner of Transportation, following appropriation by the Legislature or pursuant to authorization by the Legislature for capital projects; and

WHEREAS, pursuant to appropriation or authorization for capital projects Multi-Modal Programs funding of the Project herein is authorized and, the **Sponsor** certifies to NYSDOT that the service life of the Project is ten (10) or more years; and

WHEREAS, for the following project types the **Sponsor** also certifies as follows:

- for airports and aviation facilities - that federal funding is not available to the Project, but the Project is consistent with an approved airport layout plan;
- for State or local roads, highways and bridges - that the Multi-Modal Programs funding is not used for the mandated non-federal share of a federally funded project and the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the Multi-Modal Programs funding; and

- Check here if State-administered Federal Aid applicable (Cannot apply to aviation or to provide the non-federal matching share of highway/bridge mode projects):*

WHEREAS, the United States has provided for the apportionment of federal-aid funds to the State for the purpose of carrying out federal-aid projects; and

WHEREAS, NYSDOT is authorized to provide such federal aid to the **Sponsor** or use such federal aid for the Project and such federal aid is being provided through this agreement; and

WHEREAS, the **Sponsor** is not a sectarian organization,

NOW THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement Form - this document titled "Multi-Modal Program Capital Project Agreement";
- Schedule A - Project Description, Funding and Development Schedule;
- Schedule B - Scope of Work
- EXHIBIT A - Work Requirements
- EXHIBIT B - Record Keeping Guidelines
- EXHIBIT C (as applicable) - Consultant Selection Procedures
- Appendix A - New York State Required Contract Provisions
- Appendix A-1 - Supplemental Title VI Provisions (Civil Rights Act)
- Local Resolution(s) - duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the **Sponsor** to execute this Agreement on behalf of the **Sponsor** and appropriating or otherwise providing the Project funding required therefor.

1.1 For State administered Federal Aid projects (*not applicable to airports, aviation facilities or road, highway, parkway or bridge projects*) that include federal funding under this Agreement, the Agreement shall also include:

- Appendix B (as applicable) Requirements for Federally Aided Transportation Projects

2. *Work, Maintenance & Operation.* **Sponsor** shall render all services and furnish all materials and equipment necessary to complete the Project described in Schedule A, inclusive of the Scope of Work described in Schedule B, and shall fund all costs attendant such completion. The work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by **NYSDOT** subsequent to the execution of such Schedules A for the purposes of conforming to New York State or to Federal requirements. **Sponsor** shall perform its work in accordance with the Work Requirements set forth in Exhibit A annexed hereto.

2.1 *Useful Life of Project.* **Sponsor** warrants that the useful life of the project is not less than ten (10) years.

2.2 *Operation and Maintenance of Project.* Upon Project completion, **Sponsor** will operate and maintain the Project at no expense to **NYSDOT** and, during the useful life of the Project according to federal guidelines, **Sponsor** shall not discontinue operation of the Project without the prior written approval of **NYSDOT**.

2.3 *Disposition or Encumbrance of Project.* **Sponsor** will not dispose of or encumber the Project or cause the Project to be withdrawn from public service during its useful life without the prior approval of **NYSDOT**, which approval is reserved for the purposes of assuring compliance with: (1) **NYSDOT** or **Sponsor** assurances or certifications to a Federal agency in connection with federal funding or the Multi-Modal Funding made hereunder; and/or (2) Project restrictions that may apply because the Multi-Modal Funding is funded from the proceeds of tax-exempt debt obligations.

3. *Project Commencement, Completion.* Subject to the State Comptroller's approval, this Agreement takes effect on the date above written. **Sponsor** will diligently pursue the Project to completion within the time set forth in Schedule A. Failing Project completion within such period, or agreement by **NYSDOT** to extend Project completion date for good cause, this Agreement will expire and be of no further force or effect.

4. *Municipal Deposit.* Where work is performed by consultant or construction contract entered by **NYSDOT**, or by **NYSDOT** forces, the **Sponsor** shall deposit with the State Comptroller, prior to the award of **NYSDOT**'s contract or **NYSDOT**'s performance of work by its own forces, the full amount of the non-federal share of the Project costs due in accordance with Schedule A.

5. **Multi-Modal Funding; Reimbursement of Eligible Project Costs.** Subject to compliance with this Agreement, **NYSDOT** agrees to reimburse Project costs identified in Schedule A attached hereto in an amount not to exceed the lesser of actual eligible Project costs or the Multi-Modal Program funding amount. Multi-Modal Program funding shall be used solely for the payment of Eligible Costs (hereinafter defined) **Sponsor** incurs in performing the Project. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** For work performed by **NYSDOT**, **NYSDOT** will directly apply applicable federal aid and any applicable **Sponsor** Deposit for the non-federally aided portion, and shall request funding of Multi-Modal aid to the **Sponsor** as described below. For work performed by or through the **Sponsor**, **NYSDOT** will reimburse the **Sponsor** with applicable federal aid and Multi-Modal aid as described below.
- 5.1 **State Administered Federal Aid** (not applicable to airport/aviation or *highway/bridge projects*). **NYSDOT** will administer federal funds for the benefit of the Municipality for the federal share and will fund the percentage designated in Schedule A of federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the **Sponsor**, **NYSDOT** will reimburse federal aid-eligible expenditures in accordance with **NYSDOT** policy and procedures.
- 5.2 **Multi-Modal Aid.** **NYSDOT** will: (a) for Multi-Modal Program 1,2, & 4 (MM#2 and MM#4 in Schedule A) funding, **NYSDOT** will reimburse to the **Sponsor** from State monies in the first instance, and request corresponding reimbursement to **NYSDOT**; and/or, (b) for Multi-Modal Program 3 (MMP3 in Schedule A) funding, request Dormitory Authority of the State of New York (DASNY) reimbursement to the **Sponsor** or, for State-administered State highway system projects to **NYSDOT** for the Multi-Modal share of participating Project costs incurred in connection with the work covered by this Agreement, subject to the amounts thereof and limitations set forth on Schedule A. Only "Eligible Project Costs" (as defined in Multi-Modal Program criteria issued by **NYSDOT**) are reimbursable.
- 5.2.1 **Multi-Modal Eligible Project Costs.** To be eligible for Multi-Modal aid, Project costs must: (a) be eligible pursuant to subdivision §5.2.2 below and such other Multi-Modal Program Policies and Criteria as are established for each mode by **NYSDOT** including but not limited to **NYSDOT**'s MM Program Guidelines criteria; and (b) be for work which, when completed, has a certifiable service life of at least ten (10) years; and, (c) meets the requirements of the State Environmental Quality Review Act (SEQRA); and, (d) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund Multi-Modal projects.**
- 5.2.2 **State Aid-Eligible Costs.** State Aid-Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A. **Sponsor** may also use as provided in this subdivision State-aid §5.2.2 hereunder for the reimbursement of salaries and wages to employees of **Sponsor** for carrying out the Project; fees to consultants and professionals retained by **Sponsor** for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.
- 5.2.3 **Sponsor Debt Service.** Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.
- 5.3 **Other State-Aid.** Subject to the terms of applicable appropriations and statutes associated with State-aid for the Project provided through this Agreement, **NYSDOT** will reimburse eligible Project costs from such other State-aid as may be identified in Schedule A hereof for payment under this Agreement. The eligibility of such costs shall be determined in accordance with subdivisions §5.2.2 and §5.2.3 hereof, subject to such further or other reimbursement eligibility requirements or restrictions that impose in connection with the applicable other State-aid funding source or program authorization.

6. *Payment of Applicable Federal-Aid, Multi-Modal and Other State-Aid.* Payment of applicable Federal-Aid, Multi-Modal and other State-aid hereunder shall be as follows:
- 6.1 *Payment Upon Completion.* **The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained.** Except where subdivision §6.2 applies, payment to **Sponsor** shall be made upon the application of **Sponsor** to **NYSDOT upon Project completion**, on the basis of work accomplished and, subject to applicable retainage, the submission of duly completed payment requests and certifications in a form approved by **NYSDOT**, including such information as **NYSDOT** deems necessary to assure compliance with the program requirements and this Agreement.
- 6.2 *Periodic Reimbursement.* If the **Sponsor** and **NYSDOT** find it desirable to have reimbursement made periodically in accordance with a payment cycle established by **NYSDOT** and, upon the request and certification therefor by the **Sponsor**, **NYSDOT** may authorize payments (DASNY, as applicable) based on billings prepared by the **Sponsor** in accordance with **NYSDOT** requirements, and based on costs incurred as disclosed by the records thereof, as required by the Project, with applicable adjustments (including for applicable retainage) to be made after audit by **NYSDOT** or, as applicable because of federal funding, FHWA, the Federal Transit Administration or Federal Aviation Administration. These payments shall be made as moneys become available therefor.
- 6.3 *Sponsor Certifications.* The **Sponsor** will certify in each payment request that: (i) Project work was performed in accordance with the State Environmental Quality Review Act (SEQRA); (ii) Project work was performed in accordance with the design and contractual requirements of **Sponsor** and **Sponsor's** design professional; and (iii) such payment request does not duplicate reimbursement of costs and services received from other sources.
- 6.4 *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, **NYSDOT** and the State Comptroller. Following **NYSDOT** approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.state.ny.us. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional **NYSDOT** Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
7. *Records and Accounts.* **Sponsor** shall maintain accurate records and accounts of all financial transactions which shall show in detail all income and all expenditures, including but not limited to, payments for Eligible Costs. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards and as required by Exhibit B annexed hereto. All expenditures of reimbursed costs hereunder shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to **Sponsor's** financial transactions, including the expenditure of the Multi-Modal Funding and all other funds secured and services rendered for the benefit of **Sponsor** in connection with the Project.
- 7.1 *Extended Records Retention Requirements.* To ensure that **NYSDOT** meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that **NYSDOT** may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project costs(s).

Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

8. *Ethics Considerations.* In addition to **Sponsor's** conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Multi-Modal Funding made hereunder, no member of **Sponsor's** governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Multi-Modal Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, **Sponsor** shall disclose such relationship to **NYSDOT** and shall obtain prior written approval therefor from **NYSDOT**.
9. *NYSDOT Performance Review.* **NYSDOT** may review the **Sponsor's** performance of this agreement in such manner and at such times as **NYSDOT** shall determine, and such review may include field visits by **NYSDOT** representatives to the Project and/or the offices of **Sponsor**. **Sponsor** shall at all times make available its employees, records and facilities to authorized **NYSDOT** representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of **Sponsor's** performance of the Project, its use and operation.
10. *Notice of Governmental Audit.* **Sponsor** shall notify **NYSDOT** of any audit by any governmental agency of any projects, operations or reports of **Sponsor** within five (5) days of receiving information relating thereto.
11. *Project Maintenance and Operation.* Upon Project completion the **Sponsor** shall provide for the maintenance and operation of the Project facilities and equipment for the purpose of providing safe and efficient transportation operations. The maintenance schedule shall remain in effect for a period of at least ten (10) years from Project completion and shall not be terminated without prior written authorization from **NYSDOT**.
12. *State Recovery of Ineligible Reimbursements.* **NYSDOT** shall be entitled to recover from the **Sponsor** any moneys paid to the **Sponsor** pursuant to this Agreement which are subsequently determined to be ineligible for applicable Federal Aid or Multi-Modal Aid hereunder.
13. *Inspection and Audit.* **Sponsor** shall permit the authorized representative of **NYSDOT** and/or the New York State Comptroller to inspect and audit all books, records and accounts of **Sponsor** pertaining to the Project under this Agreement. **Sponsor** shall maintain records relating to this Agreement in accordance with the Records requirements of Appendix A.
14. *Contract Executory.*
 - 14.1 This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.
 - 14.2 This agreement shall remain in effect so long as federal and State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the

duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefor are eventually enacted. **Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

15. *Sponsor Liability.*

15.1 If the **Sponsor** performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the **Sponsor**, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The **Sponsor** specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

15.2 The **Sponsor** shall indemnify and save harmless **NYSDOT** and the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the **Sponsor**, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the **Sponsor's** failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

16. *No Assignment of Transfer of Contract.* **Sponsor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of **NYSDOT** first having been obtained.

17. *Independent Contractor.* The officers and employees of the **Sponsor**, in accordance with the status of the **Sponsor** as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

18. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2, 11 and 16, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to **NYSDOT**, and also pay to **NYSDOT** a liquidated damage fee of 5% of the total funds received under this agreement.

19. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect so long as applicable federal aid and Multi-Modal aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefore are eventually enacted.

20. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to **NYSDOT** in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.

21. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:

- 21.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts*, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.
- 21.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate application information related to the project to ensure compliance with the Act.
- 21.3 *New York Transportation Law, Section 427, Equal employment opportunity program*, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement.
22. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the Multi-Modal Program Guidelines and as such may be amended from time to time.
23. *Appendix A.* Appendix A, Standard Provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.
24. Notice Requirements:
- 24.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.
- 24.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.
- 24.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 24.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and **Sponsor** has caused this Instrument to be signed by its duly authorized officer, to be effective on the date first written above.

Sponsor: County of Oneida

NYS DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____
for the Commissioner of Transportation

TITLE: _____

DATE: _____

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

DATE: _____

Sponsor ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF _____)

On this _____ day _____, 201_, before me personally came _____, to me known, who being by me duly sworn did depose and say the he/she resides at _____;

that he/she is the _____ of the **Sponsor** described in and which executed the above instrument; that he/she was authorized to execute the document on behalf of said **Sponsor** pursuant to a resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof.

Notary Public

APPROVED:

APPROVED AS TO FORM:

BY: _____

BY: _____

For the NYS Comptroller pursuant
to Section 112, State Finance Law

NYS Attorney General

Multi-Modal Project Agreement – Schedule A

Instruction: One Schedule may be used for all Phases

OSC Contract # D027624

Project Commencement Date: 01/01/2019

Project Completion Date: 12/31/2019

AGREEMENT PURPOSE : **MAIN** (Master) Agreement **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (Check all boxes that apply as shown in area below):

- Multi-Modal (MM) Program #1 (MM#1) MM#2 MM#3 MM#4
 Multi-Modal Program #1, 2, 3 or 4 & other State Funding Multi-Modal Program #1, 2, 3 or 4 & Federal Aid
 Multi-Modal Program #1, 2, 3 or 4 & other State Funding & Federal Aid

PROJECT TYPE (Check only one box below):

- Rail Port Aviation State System Highway/Bridge Local Highway/Bridge Fixed Ferry Facility

PROJECT ID NUMBER: **2MA319.30A**

MULTI-MODAL ID NUMBER: **2MA319.30A**

Project: Union Station Improvements including structural concrete repairs, lighting upgrades, shore power extension & pedestrian boarding improvements.

Location: 321 Main Street, Utica, NY 13501

Project Owner/Operating & Maintenance Responsibility: Oneida County

Type of Organization:

- Municipality Public Authority Not-for-Profit Corporation Tax-exempt
 Railroad Corporation Transportation Corporation Educational Corporation
 Business Corporation Partnership Proprietorship Other (list):

Check Project Phases Covered by this Agreement:

- P.E./Design ROW Incidentals Acquisition Construction, C/I, & C/S

List all applicable 6 or 9-digit PIN Fiscal Shares eligible for Multi-Modal funding (e.g., 123456.121; 123456.122):
2MA319.30 A [2935.68.301 FPRB]

Work Type(s): Improvements to the Union Station including structural concrete repairs, exterior window replacement, passenger platform lighting upgrades, shore power extension for Adirondack Scenic Rail Road, and passenger boarding improvements.

A. Legislatively Approved Multi-Modal Funding in Memorandum of Understanding

Reference or, if applicable, List Project Identification Number	DESCRIPTION	Maximum Authorized Multi-Modal Funding Amount
2MA319.30A	Union station improvements including structural concrete repairs, lighting upgrades, shore power extension & pedestrian boarding improvements.	\$250,000.00
TOTAL		\$250,000.00

B. Summary of Approved Multi-Modal & Other Eligible Costs UNDER THIS CONTRACT Number

List Eligible Funding Share(s) by applicable Project ID Number or PIN	FEDERAL AID Funding (If Applicable)	STATE MULTI-MODAL Funds	OTHER STATE Funding (If Applicable)	LOCAL Funding (If Applicable)	TOTALS
2MA319.30A [2935.68.301]	\$0.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00
TOTAL ELIGIBLE COSTS	\$0.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00

C. Summary of Project Costs NOT Under this Contract #, if any (For Information Purposes Only)

List any Other Funding or Fiscal Share(s) by Project ID Number or PIN (if applicable)	List Name of Fund SOURCE Type (e.g., Other MM1, MM2, MM3, MM4, 100% Local Expenditure, Other State Source (e.g., Member Item, CHIPS, etc.), Public Authority, Private, Utility, Other Federal Aid Category)	List any Other STATE Funding Amounts	List any Other FEDERAL or NON-STATE (Local) Funding Amounts	TOTALS
NONE	NONE	\$0.00	\$0.00	\$0.00
		TOTAL Other Costs:	\$0.00	\$0.00

D. TOTAL PROJECT COST SUMMARY (all Section "B" + "C" funding listed above)

TOTAL FEDERAL AID (if applicable)	TOTAL MULTI-MODAL STATE SHARE(S)	TOTAL LOCAL SHARE	TOTAL OTHER AID (including any Other State Aid)	TOTAL FUNDING (all sources)
NONE	\$250,000.00	\$0.00	\$0.00	\$250,000.00

SCHEDULE B: Construction Project Type Phases, Subphases/Tasks, and Allocation of Responsibility Page 1 of 4

Instructions: Enter an "X" to indicate the appropriate Phase, then assign the responsibility for *each applicable Subphase task* by entering an "X" in either the NYSDOT column to allocate the task to State Labor Forces or a State Contract, or enter an "X" in the other appropriate column to indicate a task allocated to Non-State Labor Forces or a Locally Administered Contract.

PHASE/SUBPHASE	Allocation of Responsibility	
	NYSDOT	MUNICIPALITY
A1. Preliminary Engineering ("PE") Phase		
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		X
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, land use and development analysis and forecasts.		X
3. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design subphases or tasks and/or to secure the approval/authorization to proceed.		X
4. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.		X
5. Obtain aerial photography and photogrammetric mapping.		X
6. Perform all surveys for mapping and design.		X
7. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , all Highway Design (including pavement evaluations, taking and analyzing cores; design of pavement mixes and applications procedures), preparation of any necessary bridge site data package and all Structural Design (including any necessary hydraulic analyses, foundation design), all design of highway appurtenances and systems (e.g., Signals, IVHS facilities), and maintenance and protection of traffic plans. FRA criteria will apply to rail work.		X
8. Perform landscape design (including erosion control).		X
9. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey.		X
10. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separately, any portions of the project which may be more appropriately progressed separately and independently.		X
11. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		X
12. Conduct any required soils and other geological investigations.		X
13. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		X
14. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.		X

15. Prepare and execute any required agreements, including: -- Railroad force account -- Maintenance agreements for sidewalks, lighting, signals, betterments. -- Betterment Agreements -- Utility Work Agreements for any necessary Utility Relocations of Privately-owned Utilities.		X
16. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E by NYSDOT		X
___ A2. Right-of-Way (ROW) Incidentals		X
1. Prepare ARM or other mapping, showing preliminary taking lines.		X
2. Prepare Right-of-Way (ROW) mapping.		X
3. Obtain abstracts of title and certify those having an interest in right-of-way to be acquired.		X
4. Secure Appraisals and perform Appraisal Review.		X
5. Establish an amount representing just compensation.		X
6. Determine whether any "de minimus" or other exemption from public hearing that would otherwise be required by the Eminent Domain Procedure Law is applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.		X
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, and are not exempt from hearing requirements per paragraph A2-6 above, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.		X
8. Prepare a Table of Right-of-Way Acquisitions for inclusion in the Design Report.		X
9. Prepare relocation plans, if required.		X
___ B. Right of Way (ROW) Acquisition (for a Federal-aided project, eminent domain, condemnation or municipal Right-of-Way acquisition activities must be accomplished in compliance with the Uniform Relocation Assistance and Property Acquisition Policy Act of 1970, as amended. NYSDOT will monitor the right-of-way activities for compliance.)		X
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property on behalf of the Municipality, the Municipality agrees to accept delivery of title to any and all permanent property rights acquired for the project (other than any rights of way acquired for a reverse betterment or other project involving an Interstate or state highway) and the Municipality directs its signatory to this agreement to accept delivery of the deed(s) from NYSDOT conveying the acquired property upon completion of the Project or sooner at the mutual agreement of NYSDOT and the municipality. When the Municipality performs Right-of-Way Acquisition work it shall designate the local responsible official for making key decisions regarding the acquisition process (e.g., adoption of a minimum payment; setting the just compensation amount; approval of administrative or legal settlements; need or conditions for releases of encumbrances; signing the acquisition maps; commencement of condemnation proceedings; signing the right-of-way clearance certificate; and other administrative decisions as necessary).		X
2. Provide required relocation assistance.		X
3. Conduct condemnation proceedings, court, and any other legal actions required to acquire properties.		X
4. Monitor all ROW Acquisition work and activities, including review and processing of payments to property owners.		X

5. Provide right-of-way Clearance Certificate at appropriate time prior to construction.		X
6. Conduct property management activities, including establishment and collection of occupancy and use permit fees, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.		X
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.		X
___ C. Construction (C), Supervision (C/S) and Inspection (C/I) Phase		
1. Advertise contract lettings and distribute contract documents to prospective bidders.	X	
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	X	
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	X	
4. Compile and submit Contract Award Documentation Package.	X	
5. Review and approve any proposed subcontractors, vendors, or suppliers.	X	
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	X	
7(A). For non-NHS or State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	X	
7(B) For NHS or State highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of, NYSDOT. The Municipality shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	X	
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	X	
10. Review and approve all shop drawings, fabrications details, and other details of structural work.	X	
11. Administer all construction contract claims, disputes or litigation.	X	
12. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	X	

EXHIBIT A Work Requirements

The work of the project shall be performed in accordance with the following requirements:

1. The Sponsor shall comply with all applicable statutes, permits, ordinances, rules and regulations relative to the development of the project including those for projects which may have a significant effect on the environment (e.g. the National Environmental Policy Act ("NEPA"), State Environmental Quality Review Act, and Smart Growth Public Infrastructure Policy Act, significant effect on agricultural districts (Agriculture and Markets Law, Article 25AA), the preservation of historic structures, the quality of water and potential for flood hazards and losses (Environmental Conservation Law, Articles 8 and 36) and certify such compliance in a form acceptable to NYSDOT.
2. Contract work with any person, firm, corporation or agency, either governmental or private, to accomplish the Project will be in accordance with applicable State and Federal law. The contract between the Sponsor and its contractor(s) must comply in every way with applicable laws, rules, and regulations. NYSDOT shall not be a party to any such third party contract between the Sponsor and its contractor(s).
3. For Consultant Services – when a Sponsor manages and administers consultant contracts (see Exhibit C for Consultant Selection Procedures) it must ensure that a complete and acceptable product is received on time, within standards, and within budget.

Sponsor must conduct contract administration activities to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements.
- Receiving, reviewing and assessing reports, plans and other required products.
- Reviewing invoices and approving payments.
- Record-keeping and reporting.
- Controlling costs and schedule.
- Identifying changes to the scope of work and preparation of supplemental agreements.
- Completing performance evaluations.

4. For Construction Projects – Plans, Specifications and Estimates must comply with the following:
 - a. As may be required by NYSDOT and for all federal-aid projects: (i) all construction materials and construction methods shall be in accordance with NYSDOT Standard Specifications; (ii) the Sponsor shall design and construct the Project, or cause it to be designed and constructed, in accordance with standards agreed to by NYSDOT under the supervision of a professional engineer, or architect or other professional as agreed to by NYSDOT. Construction supervision work shall be performed by the Sponsor or by contract.
 - b. As may be required by NYSDOT and for all federal-aid projects, the record sampling program, independent testing and quality assurance procedures applicable to federal-aid Projects performed by the Sponsor shall be in accordance with NYSDOT Standard Specifications whether or not such procedures are required for the receipt of Federal-Aid.
 - c. Any contract plans and specifications submitted to NYSDOT for approval shall be stamped with the seal of a design professional licensed in this State and shall be signed by such professional as approved by NYSDOT. As may be required by NYSDOT and for all federal-aid projects, the plans and specifications shall be filed with NYSDOT.
5. As required by law, construction contract procurements shall be based on competitive bidding, and shall be subject to the approval of NYSDOT, in the following manner:
 - a. As may be required by NYSDOT and for all federal-aid projects, prior to advertising for bids, one copy each of the proposed contract, plans, specifications and all related bidding documents shall be submitted to NYSDOT for approval. The bid invitation and the contract to be let shall contain a statement that the contract will be awarded by the Sponsor subject to the approval of NYSDOT.
 - b. Advertisement for competitively bid projects must be placed in newspapers, bulletins, trade journals and/or minority publications *for a minimum of three weeks* to insure free and open competition, unless a different period is approved, in writing, by NYSDOT.

- c. The following contract award items shall be maintained and submitted to NYSDOT upon request:
1. Proof of publication of advertising for bids.
 2. Certification of all bids received with tabulation of up to six lowest.
 3. Copy of the proposal signed by the bidder selected for award of the contract.
 4. If the award is not to be made to the lowest bidder, a statement of explanation.
 5. Bid amount broken down by fiscal shares.
 6. Competitive bidding statement.
 7. Recommendations for award.
 8. Analysis of low bid, including identification of unbalanced bids.
 9. Certification of quantities of items bid 25% or greater over the estimate.
 10. Non-collusive Bidding Certification.
 11. Bidder Debarment History Certification.
 12. For contracts over \$100,000 or as otherwise required (For Federal Aid projects, defer to DBE requirements):
 - Schedule of proposed MWBE participation; and
 - NYS Uniform Contracting Questionnaire (CCA-1).
6. Force Account Payments – a method of performing construction work using the Sponsor's employees and pre-purchased/delivered materials. The Sponsor must keep supporting documentation for personnel service and non-personnel service costs including the following material:

Payroll Time Sheets – The employee's approval and the employee's supervisor's approval is required on each time sheet. These approvals attest to the employee's assignment and hours worked on the projects indicated, and demonstrate that periods of paid leave are charged to appropriate leave categories or accounts. The individual employee's paid leave time (i.e. holidays, vacation, etc.) cannot be charged to a PIN on a time sheet. Leave time charges are allocated to projects based on an approved methodology. Time sheets must correspond with applicable payroll records and amounts paid for each employee based on a comprehensive payroll/labor cost distribution system.

Non-Personnel Service Costs – Copies of invoices or documentation showing amounts and notations, as may be required to clearly identify the purpose of each item, must be retained and reflect a job cost number for the project.

Project Detail Cost Ledgers - For audit purposes, a Project Detail Cost Ledger, which is reconciled to the Sponsor's General Ledger, is required as the official accounting record of the Sponsor to record and accumulate all cost transactions applicable to the project.

EXHIBIT B Record Keeping Guidelines

The following are the record keeping requirements for State reimbursement of Multi-Modal Funding-eligible Project costs:

1. *Project Account Cost Classifications.* **Sponsor** shall establish and maintain, in accordance with requirements established by **NYSDOT** and approved by the State Comptroller, separate accounts within its existing accounting system or set up independently, to be known as the Project Account. **Sponsor** will segregate and group Project costs so that **Sponsor** can furnish on reasonable notice, cost information in the following cost classifications:

- (a) Purchase price or value of land;
- (b) Incidental costs of land acquisition;
- (c) Costs of contract construction;
- (d) Engineering costs of plans and designs;
- (e) Engineering costs of supervision and inspection;
- (f) Other administrative costs;
- (g) Costs of equipment acquisition;
- (h) Miscellaneous cost not otherwise included.

2. *Project Account Ledger.* For audit purposes, the Project Account Ledger will record and accumulate all cost transactions applicable to the Project. All costs recorded in the Project Account should be for 100% of such costs without reduction for the non-Federal share, and for any applicable Federal share.

Every transaction listed on the Project Account Ledger will be recorded in the same level of detail as the total from each supporting source document (no summarization of source documents amounts). All transactions listed on the detail ledger will identify the source document for the transaction by referencing contract/estimate numbers, vendor or payee numbers for vouchers, etc. The applicable accounting system record date will also be included for each transaction.

The ledgers for the Project will include totals for all transactions recorded during: 1) each accounting month, (2) the fiscal year of the Sponsor, and (3) for the Project life to date.

3. *Eligible Project Costs.* Eligible Project Costs shall consist of costs within the Project Account Cost Classifications that are approved by **NYSDOT** within a Project Budget. The Project Account shall be charged all Eligible Project Costs actually paid for the Project. All costs charged to the Project Account, including any approved services contributed by the **Sponsor** or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail that nature and propriety of the charges, in accordance with the requirements of **NYSDOT** as approved by the State Comptroller.
4. *Source Documents.* The Sponsor will retain an official copy of all original source documents for transactions listed on the Project Detail Ledger. These will be systematically filed in an order that will facilitate retrieval. All expenditure vouchers or other cost documents must also be traceable through the Sponsor's disbursement process to copies of warrants or checks issued and to corresponding documentation maintained in the official accounting records of the Sponsor's central finance office.
5. *Checks, Orders and Vouchers.* Any check or order drawn by the **Sponsor** with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the **Sponsor** stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or part to the Project shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other such documents.
6. *Audit/Disallowances.* Project Costs claimed or previously reimbursed that cannot be supported as outlined herein, are subject to audit disallowance by **NYSDOT**, the State Comptroller or Officer of the Inspector General. Amounts paid to the Sponsor by **NYSDOT** that are subsequently disallowed are subject to recovery by **NYSDOT** from the Sponsor, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other projects.

EXHIBIT C

Consultant Selection Procedures

Unless alternative procedures are approved by New York State Department of Transportation, the municipality/Sponsor will employ the following procedures for the selection of any consultant to perform work on their project.

The procedures listed below apply to the procurement of professional services. As shown, the differentiations are made at certain stages between architectural, engineering, land surveying and landscape architectural services, collectively known as A/E services, and other (non-A/E) professional services. Additionally, the procedures outlined for A/E services only apply to those services with a total dollar value of greater than \$25,000. For A/E services valued at \$25,000 or less, the non-A/E procedures may be followed. If there is a question as to which procedure is applicable for a given project, the municipality/Sponsor should contact the Local Consultant Selection Coordinator, Contract Management Bureau, NYSDOT, for guidance prior to the initiation of procurement activities. Unless otherwise indicated the affected contracts are funded by 100% State Dedicated funds with no Federal participation.

For illustrative purposes, the procedures below assign functional responsibilities and titles for the various steps. The municipality/Sponsor may substitute their own functional equivalents for these titles, but no substantive changes in the procedures may be made without prior written approval from NYSDOT.

Action/Task Performed By and Action/Task Description:

MUNICIPALITY/SPONSOR REQUIRING CONSULTANT CONDUCTS/PERFORMS THE FOLLOWING STEPS

1. Assign a Project Manager (PM) to coordinate and oversee all procurement and consultant activities.

PROJECT MANAGER

2. Prepare a service contract requirement package. The package should include: (a) the scope of services describing in detail the services to be performed; (b) a schedule for completion of critical tasks in the project; (c) an estimate of the value of the services to be provided (including anticipated staff hours, overhead, fee and direct non-salary costs; (d) all other technical data that may be included in the solicitation for professional services, such as minimum qualification or requirements, maps, plans, etc.
3. Designate at least three (3) individuals to serve on a consultant selection committee. The committee members should be familiar with the project and/or knowledgeable in the field of professional services being solicited.
4. Assign a contract number to the assigned contract opportunity, (if available, this can be the Project Identification Number (PIN) assigned to the project by NYSDOT).
5. As needed, contact NYSDOT to discuss proposed procurement methodology to insure that proper procedures are understood for the type of services being procured.

PROJECT MANAGER AND SELECTION COMMITTEE

6. Discuss desirable qualifications for the consultant and establish selection criteria to be utilized in the evaluation of submitted proposals or Expressions of Interest (EOI). Establish relative weights for each criteria based upon its relative importance to the success of the project. Examples of commonly used selection criteria include: experience of firm with similar projects; experience of proposed staff with similar projects; experience with the municipality/Sponsor or similar governmental entities; reasonableness of proposed approach and schedule; familiarity with the project area; etc.

A/E PROCUREMENTS MUST BE AWARDED ON A "BEST QUALIFIED" BASIS. THEREFORE, THE COSTS AND PRICING OF THESE SERVICES CANNOT BE USED AS A SELECTION CONSIDERATION FOR A/E PROCUREMENTS WITH A VALUE OVER \$25,000. COST AND PRICING INFORMATION CAN BE UTILIZED FOR NON-A/E PROCUREMENT AND FOR A/E PROCUREMENTS WITH A CONTRACT VALUE OF \$25,000 OR LESS.

PROJECT MANAGER

7. Establish Minority/Women Owned Business Enterprise (M/WBE) participation goals as appropriate.

8. FOR A/E PROJECTS

Prepare a Request for Qualifications (RFQ) package to be sent to all prospective consultants. The RFQ must include the following: (a) a project identification number and an indication that the project is to be State funded; (b) a statement of the work to be performed; (c) the anticipated project schedule; (d) an estimate of the staffing effort by Full Time Equivalents (FTEs); (e) the selection criteria listed in order of decreasing importance including criteria weight; (f) MWBE requirements, if any; (g) material to be submitted in the EOI/proposal and the desired format of the submission; (h) number of copies of EOI/proposal to be submitted, the due date and address where the EOI/proposal is to be mailed; (i) name, address, phone number and email address for the municipality's/Sponsor's contact person; (j) any additional project information that may be useful to the prospective consultants in their EOI/proposal preparation (i.e.: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) a statement indicating that the responding firms must be appropriately licensed and authorized to practice the required A/E services in New York State. THERE MUST NOT BE ANY REQUEST FOR COST OR PRICING INFORMATION IN THE RFQ.

FOR NON-A/E PROJECTS

Prepare a Request for Proposals (RFP) package to be sent to all prospective consultants. The RFP must include the following: (a) a project identification number and an indication that the project is to be State funded; (b) a statement of the work to be performed; (c) the anticipated project schedule; (d) an estimate of the staffing effort by Full Time Equivalents (FTEs); (e) the selection criteria listed in order of decreasing importance including criteria weight; (f) MWBE requirements, if any; (g) material to be submitted in the EOI/proposal and the desired format of the submission; (h) number of copies of EOI/proposal to be submitted, the due date and address where the EOI/proposal is to be mailed; (i) name, address, phone number and email address for the municipality's/Sponsor's contact person; (j) any additional project information that may be useful to the prospective consultants in their EOI/proposal preparation (i.e.: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) directions for preparing the lump sum or specific hourly rate cost proposal. A specific hourly rate cost proposal should contain the following: (1) Salaries – a salary schedule listing the descriptive job titles for the staff to be assigned to the project and their present hourly labor rates; (2) Direct Non-Salary Costs – a direct non-salary cost schedule listing all out-of-pocket expenses expected to be incurred during the performance of the contract. Reimbursement for travel, meals and lodging shall be limited to the prevailing maximum rates as established by the NYS Comptroller (available from the NYSDOT Contract Management Bureau); (3) Cost Summary – a final schedule that summarizes the direct labor, overhead, fixed fee (profit), and direct non-salary costs for the projects.

9. Make all necessary arrangements for advertisement of the RFQ/RFP. Advertisements must be for three weeks in the New York State Contract Reporter, except for projects located in the metropolitan New York City area which must be advertised in the New York State Contract Reporter AND/OR the New York City Record. It is at the municipality's/Sponsor's discretion whether to advertise in local newspapers or publications in addition to the required publications.

If the RFP/RFQ is short in length (less than two pages) the entire request can be placed in the advertisement. Proposers will respond directly to the advertisement to the municipality/Sponsor with their EOIs or proposals. If the RFQ/RFP contains more information than is practical to place in an advertisement, the advertisement should ask for interested firms to submit a one page Letter of Interest (LOI) to the municipality/Sponsor. Firms sending in a LOI in response to the advertisement will then be sent a copy of the RFQ/RFP when it becomes available. Advertisements requesting LOIs should contain the following information: (a) a project identification number; (b) an indication of the funding source; (c) a brief description of the project scope; (d) an estimate of the staffing effort by Full Time Equivalents (FTEs); (e) anticipated project start and completion dates; (f) the name, address, phone number and email address of the municipality/Sponsor contact person; (g) LOI format and due date with a statement informing interested firms that those submitting a LOI will receive a copy of the RFQ/RFP when it is available.

10. Issue RFQ/RFP to all responding firms (if requesting LOIs) and any other firms that otherwise request a copy. No copies should be issued prior to the due date for the LOIs.
11. Respond to questions from prospective proposers regarding clarifications, omissions, etc. submitted consistent with RFQ/RFP directions.
12. If, as a result of such questions, any part of the RFQ/RFP requires clarification, change, or augmentation, issue an addendum to the RFQ/RFP to ALL respondents, and, if necessary, extend the response deadline appropriately.

13. If applicable, coordinate site visits for prospective proposers. Arrange for appropriate safety personnel to be present as necessary (i.e. flaggers).
14. Make available any plans, maps, reports, and other written material pertinent to the project referred to in the RFQ/RFP for viewing by all interested parties.
15. Receive all EOIs/proposals and review for proper format and completeness. The window for accepting EOIs/proposals in response to the New York State Contract Reporter advertisement is to be at least three weeks from the date the advertisement first appeared.
16. Prepare score sheets for use by the selection committee in their evaluation of EOIs/proposals. Score sheets should list all evaluation criteria and summarize the applicable scoring methodology. Generally, scoring should be on a scale of 1 to 10 for each evaluation factor, using only whole numbers. EOIs/proposals should be evaluated or scored in relation to the established criteria and not in comparison to other submitted EOIs/proposals.
17. Distribute score sheets and one copy of each EOI/proposal from each firm to each selection committee member and establish a date for the selection committee to meet and discuss their reviews and scores.

SELECTION COMMITTEE

18. FOR A/E PROJECTS

Each committee member individually reviews each EOI received and assigns scores for each technical selection factor. Upon completion of all reviews, returns score sheets to the Project Manager for tabulation of scores and rankings.

FOR NON-A/E PROJECTS

Each committee member individually reviews each proposal received and assigns scores for each technical selection factor. Upon completion of all reviews, returns score sheets to the Project Manager for tabulation of scores and rankings.

PROJECT MANAGER

19. FOR A/E PROJECTS

Tabulates the scores from all committee members (multiplying scores by their factor weights). Summarizes composite scores in rank order and provides the summary of scoring to the committee members for discussion at the committee meeting.

FOR NON-A/E PROJECTS

Tabulates the technical scores from all committee members (multiplying scores by their factor weights). Summarizes composite scores in rank order and provides the summary of scoring to the committee members for discussion at the committee meeting. Cost/pricing information is not shared with the selection committee so it will not influence their scoring of the firms' technical information.

SELECTION COMMITTEE

20. FOR A/E PROJECTS

Each committee member reviews their technical scores and the overall rankings. The committee meets to discuss the scores of the firms that submitted EOIs. Members should discuss the strengths and weaknesses of each of the EOIs and revise their scores as appropriate as a result of discussions. At the conclusion of the meeting, all final technical scores are returned to the Project Manager for tabulation.

FOR NON-A/E PROJECTS

Each committee member reviews their technical scores and the overall rankings. The committee meets to discuss the scores of the firms that submitted proposals. Members should discuss the strengths and weaknesses of each of the proposals and revise their scores as appropriate as a result of discussions. Based on the final technical scores, the committee identifies those firms whose proposals are technically qualified to perform the work. Those firms that are determined to be qualified have their cost/pricing information reviewed and scored by the Project Manager. The final technical scores and the final cost/pricing scores are combined to determine the proposal that represents the Best Value for the services to be provided.

PROJECT MANAGER

21. FOR A/E PROJECTS

Tabulates the final scores. Contacts NYSDOT for approval of the recommended firm (go to step 24), OR, invites the top ranked firms to prepare oral presentations. Firms are to be provided with a list of questions that they will be expected to answer at the oral presentation as well as the factors and weights the selection committee will use to evaluate the oral presentations. *The use of oral presentations is optional for all projects and is at the discretion of the municipality/Sponsor.*

FOR NON-A/E PROJECTS

Calculates and tabulates the final total score by combining the technical and cost/pricing scores per the RFP. Contacts NYSDOT for approval of the recommended firm (go to step 24), OR, invites the top ranked firms to prepare oral presentations. Firms are to be provided with a list of questions that they will be expected to answer at the oral presentation as well as the factors and weights the selection committee will use to evaluate the oral presentations. *The use of oral presentations is optional for all projects and is at the discretion of the municipality/Sponsor.*

SELECTION COMMITTEE (if oral presentations are to be held)

22. Attends oral presentations and evaluates each firm based on the predetermined factors. Committee members should take written notes for each firm, highlighting the relative strengths and weaknesses of each firm in terms of the evaluation factors. Provides their scores of the oral presentations to the Project Manager for incorporation in the overall final total score. The RFQ/RFP should state whether the Selection Committee will be allowed to revise their technical scores based on the results of the oral presentations.

PROJECT MANAGER (if oral presentations are to be held)

23. Summarizes committee comments and incorporates the oral presentation scores into the overall total scores. Contacts NYSDOT for approval of the recommended firm.

PROJECT MANAGER

24. Contacts winning firm to initiate contract negotiations and informs all other proposers upon successful negotiations that they have not been selected. If unable to reach agreement with the highest ranked firm, end those negotiations with a written notification. Repeat with next highest ranked firm.

SAMPLE RESOLUTION BY MUNICIPALITY

(Multi Modal Program Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance of the State Multi-Modal Program-aid [and State administered federal program-aid] eligible costs, of a capital project, and appropriating funds therefor.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding [under Title 23 U.S. Code, as amended, and] New York State's Multi-Modal Program administered by the NYS Department of Transportation ("NYSDOT"); and

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of advance funding of the non-local share and funding of the full local share of the costs of the Project; and

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Multi-Modal Program Funding on behalf of the _____ of _____ with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and all Project costs that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, that a Certified Copy of this Resolution be filed with the Commissioner of Transportation of the State of New York by attaching it to any required and/or appropriate Agreements executed in connection with the project between _____ and the State of New York; and it is further

RESOLVED, that this Resolution shall take effect immediately.

STATE OF NEW YORK () SS:

COUNTY OF

I, _____, Clerk of _____, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of _____, New York, this _____ day of _____, 2000.

_____(Clerk)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended,

exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION.

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have

access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation

and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

compensation;

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in

compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action

is in the best interest of the State.

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

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

January 10, 2019

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

FN 20 19 - 020

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

I have attached the job specification for the title of Confidential Secretary to the District Attorney. I have added the title to the Oneida County Classification Plan, and I am recommending the salary for this title be set at Grade 25M, Step 2 at \$37,030.

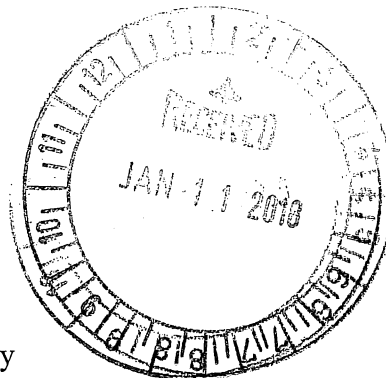
The Confidential Secretary is a position of special trust and confidence requiring the exchange of sensitive information and confidential material relating to law enforcement matters.

This title will be used to reclassify an existing title in the District Attorney Office. Therefore, I am not requesting an additional position.

Please forward this letter to the Board of Legislators and ask that they only set the salary for the title Confidential Secretary to the District Attorney at Grade 25M, Step 2 at \$37,030.

Sincerely,

John P. Talerico
Commissioner of Personnel



Copy: Scott D. McNamara, District Attorney
County Attorney
Budget

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

Anthony J. Picente, Jr.
County Executive

Date 1-11-19

Jurisdictional Class: Pending Jurisdictional Classification
EEO Category: Administrative Support
Adopted: 01/10/2019

CONFIDENTIAL SECRETARY TO THE DISTRICT ATTORNEY

DISTINGUISHING FEATURES OF THE CLASS: This position exists in the Oneida County District Attorney's Office and involves responsibility for independently performing varied clerical operations and for relieving the District Attorney of administrative detail. Correspondence duties are distinguished by the fact that many letters and communications of a routine, recurring nature are composed by the incumbent, with correspondence being dictated only when new or unusual situations occur. It is a position of special trust and confidence, requiring the exchange of sensitive and confidential material related to law enforcement matters. This work calls for the frequent exercise of independent judgment and furnishing information to the Oneida County District Attorney and his/her subordinates. The incumbent serves at the pleasure of the District Attorney, because of the exempt classification of this position. The work is performed under general supervision of the District Attorney. Supervision may be exercised over subordinate clerical personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Serves as confidential secretary to the District Attorney;
Assembles a variety of confidential and sensitive law enforcement data from office records and outside sources for incorporation in reports;
Composes and types highly confidential correspondence;
Relieves the District Attorney of office detail by making appointments, receiving calls and visitors, and referring them to the proper persons;
Processes and distributes incoming mail according to policy of the department;
Assists with budget preparation and maintains budget accounts;
Processes department payroll;
Processes vouchers;
Processes requisitions for office supplies;
Maintains an appointment book for the District Attorney;
Maintains files;
Upon request of the District Attorney, attends meetings and hearings, and takes notes for preparation of minutes of such meetings;
Arranges travel reservations and special meetings, as requested;
Operates computer, typewriter, copier, and other office equipment.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Comprehensive knowledge of general office terminology, procedures and equipment; comprehensive knowledge of business arithmetic and English; good knowledge of the District Attorney's organization, functions, laws, rules, policies and regulations; ability to maintain confidentiality; ability to operate a computer and utilize word processing software; ability to handle routine office details independently, including the composition of reports, letters and memoranda without dictation; ability to plan and direct the work of others; tact and courtesy in dealing with others; initiative and resourcefulness in solution of problems; accuracy.

MINIMUM QUALIFICATIONS: Appointed on the basis of secretarial experience, and other such qualifications, as the District Attorney may determine appropriate.

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

December 13, 2018

John P. Talerico, Commissioner
Oneida County Personnel Department
800 Park Avenue
Utica, New York 13501

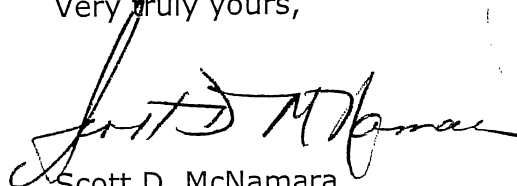
Dear Mr. Talerico:

I am requesting a new title, Confidential Secretary, be created within the Oneida County District Attorney's Office and the title be added to the Oneida County Salary Classification Plan. It is my understanding this will require the title, Secretary to the District Attorney be deleted from the exempt class. The Confidential Secretary title differs from Secretary in that it is a position of special trust and confidence, requiring the exchange of sensitive and confidential material related to law enforcement matters. This work calls for the frequent exercise of independent judgement and furnishing information to the Oneida County District Attorney and his/her subordinates. Supervision may be exercised over subordinate clerical personnel and this position requires doing related work as required.

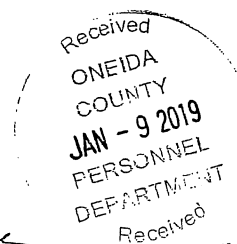
If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney



SW



ONEIDA COUNTY
DEPARTMENT OF PROBATION

Boehlert Center at Union Station
321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

ANTHONY J. PICENTE, JR.
County Executive

PATRICK CADY
Director

January 2, 2019

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

FN 20 19-021

PUBLIC SAFETY

Re: JAG Grant

WAYS & MEANS

Dear Mr. Picente:

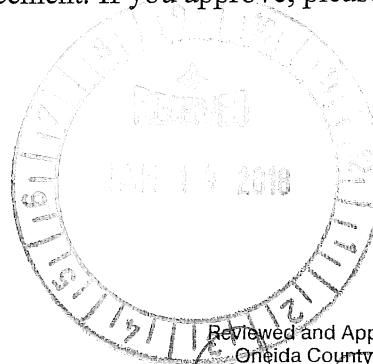
Attached is an Agreement proposed by the City of Utica to provide the Probation Department with part of the Utica Police Department's yearly Federal JAG Grant. This Agreement includes reimbursement for salaries and fringe benefits for our probation officers working overtime in participation in the Utica Police Department/Probation Juvenile Ride-Along Program.

For several years we have collaboratively participated in the Ride-Along Program supported by funds from this grant. Under this Program, Utica Police Department officers and Probation officers visit youth sentenced to Domicile Restriction as an alternative to costly and disruptive detention. By conducting home visits in the evening, we are able to meet with parents and significant others. This Program is an integral strategy of our Juvenile Alternative to Detention and Juvenile Delinquency Prevention Plan. Proposed dates of operation are from July 1, 2019 through June 30, 2020.

Funds in the amount of \$5,775.00 are spread throughout the year of the agreement. We strongly recommend your approval of this cost effective agreement. If you approve, please forward to the Board of Legislators for their consideration.

Very truly yours,

PATRICK CADY
PROBATION DIRECTOR



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

Anthony J. Picente, Jr.
County Executive

Date 1-14-19

Oneida Co. Department: Probation

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name and Address of Vendor: City of Utica
1 Kennedy Plaza
Utica, New York 13501

Title of Activity or Service: Utica Police Ride-Along Project

Proposed Dates of Operation: July 1, 2019 – June 30, 2020

Client Population/Number to be Served: 250 Juvenile and Adult Offenders

Summary Statements

- 1) **Narrative Description of Proposed Services:** Utica Police Department Officers and County Probation Officers ride together to visit and monitor juveniles enrolled in the Domicile Restriction Program as an alternative to detention.
- 2) **Program/Service Objectives and Outcomes:** To ensure compliance with court orders and promote public safety.
- 3) **Program Design and Staffing:** Domicile staff performing overtime function.

Total Funding Requested: \$5,775.00 **Account # A2379 (Revenue)**

Oneida County Dept. Funding Recommendation: \$5,775.00

Proposed Funding Sources (Federal \$/ State \$/ County \$): NYS JAG Grant Funds awarded to the City of Utica and shared with the Probation Department

Cost Per Client Served: NA

Past Performance Data: 95% completion of the program by juveniles placed on Domicile Restriction.

O.C. Department Staff Comments: This is a highly successful and cost effective way to keep juveniles in their homes as opposed to detention. We strongly support this agreement.

CONTRACT NO. 2018-H2746-NY-DJ
Award #2018-DJ-BX-0038

INTERMUNICIPAL AGREEMENT

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of January, 2019, by and between the CITY OF UTICA (the "CITY") , located at 1 Kennedy Plaza, Utica, New York 13502, through the UTICA POLICE DEPARTMENT, located at 413 Oriskany Street West, Utica, New York 13501, and the COUNTY OF ONEIDA (the "COUNTY"), located at 800 Park Avenue, Utica, New York 13501, through its PROBATION DEPARTMENT, located at 321 Main Street, Utica, New York 13501 (each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the CITY received an award for the BJA FY18 Edward Byrne Memorial Justice Assistance Grant ("JAG Funds") in the amount of \$30,939.00; and

WHEREAS, the Parties believe it to be in the best interests of both to reallocate a portion of the JAG Funds; and

WHEREAS, the CITY agrees to provide the COUNTY five thousand seven hundred and seventy-five dollars (\$5,775.00) from the FY18 JAG Funds; and

WHEREAS, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the COUNTY for its services under this Agreement;

NOW THEREFORE, the COUNTY and CITY agree as follows:

1. CITY agrees to provide COUNTY with a total of five thousand seven hundred and seventy-five dollars (\$5,775.00) of JAG Funds.
2. COUNTY agrees to use the JAG Funds from July 1, 2019 to June 30, 2020 to assist the COUNTY in their juvenile domicile restriction program, an alternative to detention. The PROBATION DEPARTMENT, in conjunction with the UTICA POLICE DEPARTMENT, shall visit juveniles on domicile restriction after hours. Home visits and drive-bys will be conducted in UTICA POLICE DEPARTMENT cars with both UTICA POLICE DEPARTMENT Officers and PROBATION DEPARTMENT Officers. The COUNTY will use the JAG Funds towards staff overtime expenses incurred by the COUNTY.
3. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).

4. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).

5. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.

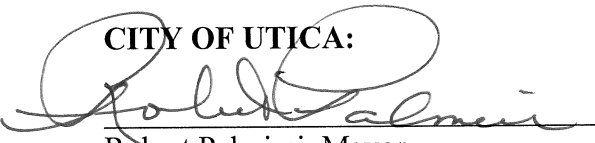
6. By entering into this Agreement, the Parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.


7. The CITY and the COUNTY are independent contractors, and the employees of each shall not be considered to be an employee of the other for any purposes including, but not limited to, claims for unemployment insurance, workers' compensation retirement, or health benefits. The Parties agree that in accordance with their status as, nor claim to be, officers or employees of the other and will not make any claim, demand, or application to or for any right or privilege applicable to such Party. Both Parties agree to comply with all 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.

8. The terms of this Agreement 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. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representative as of the date first written above.

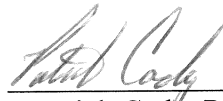
CITY OF UTICA:


Robert Palmieri, Mayor


Mark W. Williams, Chief of Police

COUNTY OF ONEIDA:

Anthony J. Picente, Jr., County Executive


Patrick Cady, Probation Director

APPROVED:


Alison Stanulevich, Assistant County Attorney



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building

800 Park Avenue ♦ Utica, New York 13501-2975

(315) 798-5910 ♦ fax: (315) 798-5603 ♦ www.ocgov.net

Anthony J. Picente, Jr.
County Executive

Peter M. Rayhill
County Attorney

October 11, 2018

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

FN 20 19-822
GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente,

I am submitting an agreement for your review and approval to establish a set rate for telephone interpretation services for use by all County Departments. This agreement with Corporate Translation Services, Inc., dba CTS Language Link, will enable all County departments to dial in with a unique code and access interpretation services necessary for their department. Each department will be responsible for the cost of the services they utilize.

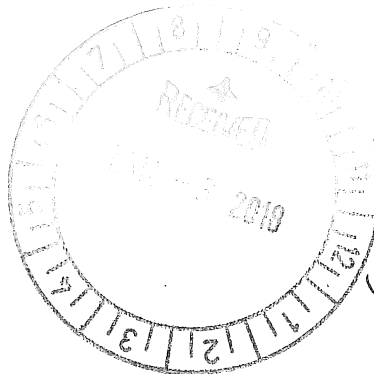
The agreement is for a period of one (1) year, which will begin upon execution of the contract. The agreement may be renewed for up to four (4) additional one (1) year periods. The cost will be dependent upon usage, at a flat rate of \$0.59 per minute for Spanish interpretation, and \$0.65 per minute for all other languages.

If you find the enclosed contract acceptable, I am requesting that you forward the same to the Board of Legislators for consideration at their next meeting. If you have any questions or seek additional information in order to help you make a decision regarding this agreement, please do not hesitate to contact me at any point in time.

Sincerely,

Alison Stanulevich

Enclosure



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

Anthony J. Picente, Jr.
County Executive

Date 1-3-19

Competing Proposal X
Only Respondent
Sole Source RFP
Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

Corporate Translation Services, Inc.
dba CTS Language Link
701 NE 136th Ave, Suite 200
Vancouver, Washington 98684

Title of Activity or Service:

Agreement for County-Wide Interpreter Services

Proposed Dates of Operation:

Upon execution for 1 year (with renewal options)

Client Population/Number to be Served:

County Departments

Summary Statements

1) Narrative Description of Proposed Services: This Agreement allows multiple departments the ability to utilize Language Link's telephone interpreter services under one agreement and set fee rate. Language Link offers interpretation in a wide array of languages, which will be able to service the County's diverse population.

2) Program/Service Objectives and Outcomes: Obtain telephone interpreter services for all County Departments requiring interpretation for a flat rate under one agreement.

3) Program Design and Staffing: County departments can utilize their own unique dial-in number to access telephone interpretation services, and will be charged accordingly.

Total Funding Requested: NA

Account #: Per department

Oneida County Dept. Funding Recommendation: NA

Proposed Funding Sources (Federal \$/ State \$/County \$): County – To be paid by the County Department utilizing the services.

Cost Per Client Served: Cost will be \$0.59 per minute for Spanish interpretation, and \$0.65 per minute for all other languages.

Past Performance Data: NA

O.C. Department Staff Comments: NA

INTERPRETATION SERVICES AGREEMENT

THIS INTERPRETATION SERVICES AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2018 ("Effective Date"), by and between Corporate Translation Services, Inc. dba CTS Language Link, a Washington corporation, located at 701 NE 136th Ave, Suite 200, Vancouver, Washington 98684 (hereinafter referred to as "Language Link"), and Oneida County, a municipal corporation organized and existing pursuant to the laws of the State of New York, located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "Client"). Language Link and Client are each individually referred to as a "Party" or collectively as the "Parties."

RECITALS

- A. Language Link is engaged in the business of providing high quality language interpretation services;
- B. Client desires to purchase these services from Language Link; and
- C. The Parties desire to enter into this Agreement pursuant to which Language Link will provide to Client the Language Link Services as described in Section 1.1.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DUTIES OF LANGUAGE LINK.

1.1 Language Link Services. During the Term, as defined in the applicable provisions of Section 4.1, Language Link shall provide to the Client the services described below (collectively referred to as "Language Link Services"):

(a) **Interpretation.** Language Link will provide, in coordination with Client, language interpretation services using live interpreters. Exhibit A, hereby incorporated into this Agreement by this reference, specifies the service modality(ies) the Client is purchasing.

(b) **Monitoring.** Language Link shall monitor the quality of the interpreters providing interpretation services under this Agreement through random testing and direct oversight, as determined by Language Link.

(c) **Compliance.** Language Link shall comply with all applicable laws, including HIPAA.

(d) **Client Training.** Language Link shall provide its standard detailed users guide along with remote basic training, if required. Language Link may provide additional training on such terms and conditions as the Parties agree, at no additional cost to the Client.

(e) **Reporting.** Language Link offers secure internet access for Client for reporting service usage including: Interpreter number, minutes used (accumulative and per language), date/day/time of call, and language requested.

(f) **Compliance with Law.** Language Link, in its sole discretion, shall have the

right to modify the Language Link Services to comply with any law, statute, rule, regulation or ordinance, or judicial, governmental or administrative order, decree, or ruling, applicable to the actions of either Party in performance of its obligations hereunder (“Applicable Law”).

1.2 Language Link Software.

(a) **Network Interfaces.** The Video Remote Interpreter software (if Client later desires Video Remote Services) is an application that may be installed on any computer running Microsoft Windows 7 or higher with access to the Internet via 10/100 network card or 802.11 b/g/n wireless network adapter. Language Link makes no representations, warranties or endorsements of any network, system or vendor, and hereby disclaims any responsibility for the unavailability of any network utilized in connection with the Language Link Services and software. To maintain HIPAA compliance, each point of the video and/or audio transmission using the system is encrypted.

2. DUTIES OF CLIENT.

2.1 Client Equipment. During the Term, Client shall provide and be responsible for the Client wireless network, Client connectivity, and Client support as follows (collectively, “Client Equipment”):

(a) **Client Wireless Network.** Client shall provide, at its cost, a wireless network or data network compatible with the Language Link Services and equipment for use at Client’s facility. This will require minimum of 512K of bandwidth per simultaneous call.

(b) **Client Connectivity.** Client shall provide, at its cost, connectivity to the internet with sufficient bandwidth and latency to ensure quality. Client shall provide any firewall requirements, and will provide the necessary internet connectivity configurations with Language Link’s IT staff. Client agrees to configure the Client’s wireless and/or physical network to provide Quality of Service structure (“QOS”).

(c) **Client Support.** Client shall be responsible for, at its own cost and expense, procuring, installing, improving, upgrading, modifying and maintaining Client’s computer systems, telephone equipment, hardware, software and other equipment, including but not limited to, infrastructure, as may be necessary for use of the Language Link Services and equipment at Client’s facility.

3. FEES.

3.1 Compensation Principles. Language Link shall charge Client the fees and other amounts set forth in, and in accordance with, Exhibit B, hereby incorporated into this Agreement by reference, in exchange for the Language Link Services provided to and used by Client. Language Link will submit to Client an Oneida County voucher on a monthly basis for the previous month’s services with a report of Language Link Services rendered during that prior month. Invoices for Language Link Services are due within 30 days of the applicable invoice date. Invoices will be made available for download via the Language Link secure internet portal. Client will receive an email notifying Client of such availability. In the event Client disputes any charges on the invoice, Client will provide written notice to Language Link which shall identify the disputed charges and Client’s basis for such dispute, such charge will continue to be due and owing and shall be paid by Client in accordance with the terms set forth above until such dispute is resolved. The Language

Link fees set forth in Exhibit B are exclusive of all Federal, State, Local and foreign sales, use, excise, utility, gross receipts and value added taxes, surcharges and assessments, and the Client agrees to pay all of such taxes, as set forth in the applicable invoice, provided that the Client shall have no obligation to pay any taxes based on the income of Language Link.

4. TERM AND TERMINATION.

4.1 Term. Language Link shall provide the Language Link Services commencing on the availability for use of the Language Link Services (“Commencement Date”) under this Agreement for a period of one (1) year. This Agreement may be renewed for four (4) additional one (1) year terms for a total of five (5) years, upon the written mutual agreement of the Parties and approval of appropriate governing bodies.

4.2 Termination. Client may terminate this Agreement at any time with written notice to Language Link thirty (30) days prior to effective termination date.

4.3 Breach. If either Party hereto breaches a material term of this Agreement, the non-breaching Party may provide written notice, by certified mail, of the breach to the breaching Party and demand performance. If the breaching Party fails to cure the breach to the reasonable satisfaction of the non-breaching Party within thirty (30) days of the written notice, the non-breaching Party may terminate this Agreement immediately thereafter (except in the case of failure to pay fees, which must be cured within ten (10) days after written notice from Language Link). The Parties agree not to use this clause in an arbitrary or capricious manner.

4.4 Outstanding Fees. Notwithstanding the termination or expiration of this Agreement in accordance with this Section 4, Client’s obligation to pay Language Link any outstanding Language Link fees and any other amounts owed shall survive the expiration or earlier termination of this Agreement.

4.5 Return of Material. Upon termination or expiration of this Agreement, each Party will return to the other Party any items in its possession containing any intellectual property of Client or Language Link, as the case may be, to be used in connection with this Agreement, including but not limited to: all Marks, patents, patent applications, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files, images, technology (“Intellectual Property”) and all Confidential Information pertaining to such Intellectual Property. As used herein, the term “Marks” shall mean the words, terms, characters, emblems, logos, service marks, trade names or trademarks, designs or parts thereof, in any size or dimension, presently used or hereafter acquired by any person to identify such Party, its services and/or equipment. As used herein, the term “Confidential Information” shall mean all information and ideas in whatever form, tangible or intangible, pertaining in any manner to the current or contemplated business or operations of the Parties hereto, or their respective affiliates, including but not limited to: customer lists and documents; individual account information; business plans; business concepts; business practices; marketing strategies; ideas and theories; underwriting; origination and servicing systems practices; management processes; systems; practices and strategies; and business development methods, ideas and strategies.

Alternatively, upon request of the disclosing Party, the receiving Party shall destroy all such Intellectual Property or Confidential Information of the disclosing Party and any other materials furnished to the other Party pursuant to this Agreement, and certify in writing that they have been destroyed.

Language Link acknowledges and agrees that Client is subject to New York Public Officers Law, Article 6, Freedom of Information Law (“FOIL”). Language Link shall mark any Confidential Information it wishes to have the Client withhold upon a request received pursuant to FOIL as follows: “Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d).”

5. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

5.1 Language Link. Language Link hereby represents and warrants to Client that all interpretation services provided as part of the Language Link Services and equipment shall (i) be performed by persons trained and proficient consistent with accepted industry standards, and (ii) conform to applicable industry standards for interpretation.

5.2 Mutual. Each Party represents and warrants to the other that: (i) it has the right and authority to enter into and perform all obligations under this Agreement; (ii) it shall materially comply with all Applicable Laws, with respect to its performance of this Agreement; (iii) no authorization or approval from any third party is or will be required in connection with such Party’s execution, delivery or performance of this Agreement; (iv) the execution and performance of this Agreement does not violate or conflict with the terms or conditions of any other agreement to which it is a party or by which it is bound; and (v) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance and transfer, reorganization, receivership, moratorium and other laws affecting the rights and remedies of creditors generally and to the general principles of equity.

5.3 Independent Contractors. For all purposes under this Agreement, Language Link and Client shall be independent contracting parties. Language Link will perform its obligations under this Agreement as an independent contractor, and Language Link, its agents, employees and subcontractors, their agents and employees shall not be employees of Client. Client shall not be responsible for Language Link’s acts or the acts of its agents, employees or subcontractors, and their agents and employees pursuant to this Agreement. Language Link shall not be responsible for Client’s acts or the acts of its agents, employees or subcontractors, and their agents and employees pursuant to this Agreement. Language Link, its agents, employees and subcontractors and their agents and employees, will not have authority to speak for, represent or obligate Client. Client, its agents, employees and subcontractors and their agents and employees, will not have authority to speak for, represent or obligate Language Link. Language Link represents and warrants that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the Term of this Agreement, and may continue to make its services available to the public.

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

5.5 Training. Language Link shall not be required to attend or undergo any training by the County. Language Link shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the Language Link Services described herein, and shall be solely responsible for the cost of the same.

6. **LIMITATION ON MARKETING AND SALES ACTIVITIES.** Neither Party intends under this Agreement to be a marketing or sales agent for the other, nor shall either Party have any obligation to recommend the products or services of the other to any potential clients; provided, however, that Client may, pursuant to this Agreement, advise its clients, and prospective clients, of the availability of the Language Link Services and equipment.

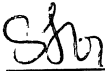
7. **PROPRIETARY RIGHTS; LICENSES.**

7.1 Intellectual Property Ownership. Client acknowledges and agrees that (i) as between Language Link and Client, Language Link owns all right, title and interest in and to Language Link's Intellectual Property, (ii) nothing in this Agreement shall confer in Client or any of its affiliates any right of ownership in any of Language Link's Intellectual Property, and (iii) Client shall not now or in the future contest the validity of any of Language Link's Marks.

8. **LIMITATIONS OF LIABILITY; DISCLAIMERS OF WARRANTIES.**

The Parties understand and have specifically negotiated the limitations of liability and disclaimers of warranties set forth in the foregoing Sections 8.1 and 8.2.

Initial:



LANGUAGE LINK

CLIENT

8.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

8.2 LANGUAGE LINK DOES NOT WARRANT AGAINST RADIO FREQUENCY INTERFERENCE THAT CAN CAUSE NETWORK QUALITY ISSUES. IN NO EVENT WILL LANGUAGE LINK BE LIABLE TO CLIENT FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY CAUSED IN THE DELIVERY OF INTERPRETATION SERVICES BY LANGUAGE LINK, WHERE SUCH FAILURE OR DELAY IS DUE TO A FORCE MAJEURE (AS DEFINED BELOW). EXCEPT AS PROVIDED HEREIN OR IN A SPECIFICATION, LANGUAGE LINK MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, ENDORSEMENTS, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION, OR SERVICE PROVIDED. NO ADVICE OR INFORMATION GIVEN BY LANGUAGE LINK, ITS EMPLOYEES, AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY UNLESS AGREED TO BY LANGUAGE LINK IN WRITING.

9. **INDEMNIFICATION.** Language Link shall indemnify, defend and hold Client, and/or its officers, directors, members, agents, employees, contractors and other representatives, harmless from and against all third party claims of loss, damages, cost and expense, including reasonable attorney fees, arising from (i) any damage or injury to any person or property as a result of any act or omission of Language Link or its officers, employees, agents, contractors, licensees, guests or visitors, or (ii) any breach or default by Language Link under this Agreement.

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

10.1 Commercial General Liability (CGL). CGL coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

10.1.1 CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

10.1.2 Oneida County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

10.2 Workers' Compensation and Employer's Liability. Statutory limits apply.

10.3 Business Automobile Liability (BAL). BAL coverage with limits of at least \$1,000,000 each accident.

10.3.1 BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

10.3.2 Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

10.4 Commercial Umbrella. Umbrella limits must be at least \$1,000,000.

10.4.1 Umbrella coverage must include Oneida County as an additional insured. Umbrella coverage for the additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

10.5 Professional Liability. Professional Liability limits must be at least \$5,000,000.

10.6 Waiver of Subrogation. Language Link waives all rights against Oneida County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Commercial Umbrella, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

10.7 Certificates of Insurance. Prior to the start of any work, Language Link shall provide certificates of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of Language Link's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.

11. GENERAL PROVISIONS.

11.1 Amendment; Assignment. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Parties hereto. Neither Party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, upon notice to the other Party, to an affiliate, or other person or corporate entity resulting from a sale, merger or other transaction involving the transfer of Language Link's assets, stock and/or business.

11.2 Severability; Headings. In the event a court or other tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible under Applicable Law, and the other provisions of this Agreement will remain in full force and effect. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

11.3 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the Party to be notified with signed verification of receipt; (ii) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be sent to the attention of the contact set forth as follows, unless otherwise changed in writing pursuant to the methods provided for herein for delivery of notices:

As to Language Link:

Sarah Gamble
Director of Sales and Marketing
701 NE 136th Ave, Suite 200
Vancouver, WA 98684
Tel.: 360-433-0441
Email: Sarah.Gamble@Language.Link

As to Client:

Client Name: Oneida County
Address: 800 Park Avenue
City: Utica
State: NY Zip: 13501
Tel: 315-798-5910

11.5 Force Majeure. Neither Party shall be liable for any failure to fulfill its obligations hereunder due to causes beyond its control, including acts or omissions of government or military authority, acts of God (including earthquakes and floods), shortages of materials, explosions, embargoes, telecommunications failures (including any systemic Internet failures and any interruptions in services of any of Language Link's network or communications service providers), transportation delays, fires, labor disturbances, riots or wars; provided, that if either Party shall be unable substantially to fulfill its obligations under this Agreement for a period of greater than sixty (60) days, the other Party shall be permitted to terminate this Agreement upon ten (10) days written notice.

11.6 Data Ownership. All Client information and other data transmitted through the

Language Link network in connection with the Language Link Services and equipment that exists in Language Link network at any given time is deemed by Language Link to be the property of Client. Client hereby grants to Language Link and its agents, employees, and representatives the authority to receive such data and to perform Language Link Services with such data as necessary to carry out the Language Link Services contemplated by this Agreement. Language Link shall have the right to derive from such data aggregate and statistical information regarding use of the Language Link Services and equipment. Subject to the foregoing, Language Link agrees that it will not disclose to any third party other than those specified herein that are utilized by Language Link to provide the Language Link Services and equipment to the clientele of Client, any such data and shall treat all protected health information in accordance with Applicable Law.

11.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

11.8 Choice of Venue. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

11.9 Personal Jurisdiction. Language Link expressly consents to personal jurisdiction in New York State.

11.10 Service. Language Link 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.

11.11 Binding Effect; Counterparts; Facsimile Execution. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument. Facsimile execution and delivery of this Agreement is legal, valid and binding execution and delivery hereof for all purposes.

11.12 Survival. All terms and provisions of this Agreement that should by their nature survive the expiration or termination of this Agreement shall so survive.

11.13 Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to Exhibit A (Language Link Services), Exhibit B (Language Link Fees), and the Exhibit C (Standard Oneida County Conditions).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed and delivered on behalf of each of the Parties hereto as of the date first above written.

CORPORATE TRANSLATION SERVICES, INC.

COUNTY OF ONEIDA

Signed: *Sarah Gamble*

Signed: _____

Name: Sarah Gamble

Name: Anthony J. Picente, Jr.

Title: Director of Sales and Marketing

Title: County Executive

Dated: 12-21-18

Dated: _____

APPROVED
ONEIDA COUNTY ATTORNEY

BY *Alia Stonerici*
ASST ONEIDA COUNTY ATTORNEY

EXHIBIT A LANGUAGE LINK SERVICES

Over-the-Phone Interpreting (OPI) Services

Language Link will provide foreign language interpreters for over the phone interpretation services 24 hours per day, 7 days per week via the Interactive Voice Response (IVR) system. Live operators are available 24 hours per day, 7 days per week.

Additional reporting: (optional)

To better serve your needs you may select up to **two** of the following fields to be gathered with every call. These fields should contain information required by your accounting staff to track and pay for services rendered. These fields **MUST** be able to be answered with numbers. This information will be included on your invoice and call detail records on your Client portal. Fields may be selected or unselected by clicking on them.

At the time of the call, do you want Language Link to collect any additional information?

Yes (Please choose 1 or 2 from below)

Not Interested

Access Code	Employee ID	Program ID
Badge Number	Extension ID	Project Number
Billing Code	Hospital Code	Purpose Code
Budget Number	Job Number	Reference Number
Call ID	Load Number	Region Number
Case Number	Location Code	Section Number
Claim Number	Location Number	Serial Number
Client Code	Order Number	Site Number
Control Number	Personal Number	Station ID
County Number	<u>2 Phone Extension</u>	Unit Number
<u>1 Department Code</u>	Phone Number	Verification Code
District Number	PIN Number	
Division Number	Position Number	

**Tracking information must be processed prior to being connected to an interpreter. The CSR and/or Interpreters cannot gather data after the caller is connected to an interpreter. Any changes to this process may incur additional charges.

**EXHIBIT B
LANGUAGE LINK FEES**

In consideration for Language Link providing Client the Language Link Services, Client shall pay to Language Link the following:

Over-the-Phone Interpreting (OPI) Services.

1. \$ NA Yearly activation fee

Yearly activation fee applies to setup and activation of Client account including toll free number, access code, additional data collection (if applicable), and web portal access.

2. \$ NA monthly service fee

3. \$ 0.59 per minute for Spanish interpretation

4. \$ 0.65 per minute for all other languages.

OPI services are charged from the time the interpreter is connected until the call is disconnected rounded up to the next minute. This rate includes third party domestic calling. For international third party calls we will charge \$3.25 per minute.

Commencing on the first month after the first anniversary of the Effective Date, the above OPI rates may increase a maximum of 5% to compensate for cost increases. Language Link shall inform Client of the applicable price increase at least thirty (30) days before the effective date of the increase.

Client Primary Contact:

Client Billing Contact:

Contact Name: Marie Goodman
Address: Oneida County- Law Dept.
800 Park Ave
City: Utica
State: NY Zip Code: 13501
Tel: 315-798-5910
Fax: 315-798-5603
Email: mgoodman@ocgov.net

Contact Name: Per Department
Address: _____

City: _____
State: _____ Zip Code: _____
Tel: _____
Fax: _____
Email: _____

Please list top languages serviced: _____

Hours and days of Operation: _____

Type of Business (i.e. medical, social, legal): _____

Number of Employees using the service: _____

Sales Rep: _____

EXHIBIT C - STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for

the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;
and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

January 3, 2019

FN 20 19-023

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Dear County Executive Picente:

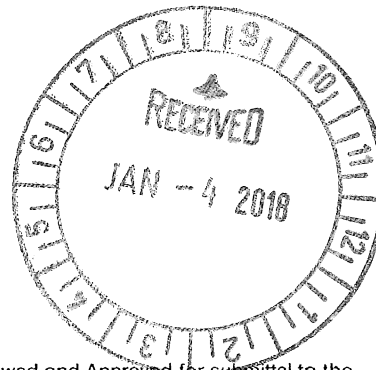
I am requesting the Board of Legislators consideration and approval of an increase in the expenses necessary to collect the mortgage tax receipt, this is based on Section 262 of the Tax Law. As provided in Tax Law Section 262, the requested reimbursement must be approved by the tax commission and accompanied by a resolution approved and passed by the Board before April 1, 2019. This process was developed to make yearly increases based on the rate of inflation rather than make larger increases at longer intervals. The expenses the Clerk's Office incurs went up this year and the current rate does not adequately reimburse the Clerk's Office for the cost of collecting this tax.

The Clerks' Office is requesting that we be allowed to charge the State of New York the actual cost of annually collecting the mortgage tax proceeds. We are requesting that the current charge be raised based on the yearly cost incurred by the County to \$488,483. As stated above, this increase requires Board action and must be to the STATE OF NEW YORK BY APRIL 1, 2019 in order to take effect.

Respectfully submitted,

Sandra J. DePerno
Oneida County Clerk

Cc: Hon. Gerald J. Fiorini, Chairman of thr Board
Hon. Colin Idzi, Chairman, Government Operations



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

Anthony J. Picente, Jr.
County Executive

Date 1-3-19

MORTGAGE TAX COLLECTION EXPENSE 2019

<u>Personnel</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>Annual Salary Cost</u>
	<u>Percent</u>	<u>Base Salary</u>	<u>Fringe Benefits</u> <u>B x 42%</u> 42%	<u>Salary plus Fringe</u> <u>B + C</u>	<u>A x D</u>
County Clerk	9%	\$86,819	\$36,464	\$123,283	\$11,095
1st Deputy Clerk	36%	\$55,300	\$23,226	\$78,526	\$28,269
Deputy County Clerk - #5	36%	\$42,323	\$17,776	\$60,099	\$21,636
Deputy County Clerk - #6	36%	\$42,323	\$17,776	\$60,099	\$21,636
2nd Deputy Clerk - #22	36%	\$62,000	\$26,040	\$88,040	\$31,694
Deputy Clerk - #1N	36%	\$49,826	\$20,927	\$70,753	\$25,471
Senior Clerk - #14	50%	\$44,101	\$18,522	\$62,623	\$31,313
Clerk - #23	36%	\$30,658	\$12,876	\$43,534	\$15,672
Senior Clerk - #21	45%	\$30,658	\$12,876	\$43,534	\$19,590
Senior Clerk - #18	65%	\$44,101	\$18,522	\$62,623	\$40,705
Senior Clerk - #16	36%	\$39,341	\$16,523	\$55,864	\$20,111
Senior Clerk - #17	50%	\$41,569	\$17,459	\$59,028	\$29,514
Senior Clerk - #8	50%	\$39,998	\$16,799	\$56,797	\$28,400
Clerk - #19	36%	\$31,196	\$13,102	\$44,298	\$15,947
EMPLOYEE SUB-TOTAL					\$341,054

<u>OTHER COSTS</u>	<u>A</u> <u>Percentage</u>	<u>B</u> <u>Monthly Fee</u>	<u>C</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C</u>
Computer Support Costs	27%	\$15,000	12	\$48,600
Postage	100%	\$3,000	12	\$36,000
General Office Supplies	12%	\$2,000	12	\$2,880
Copy Costs	100%	350	12	\$4,200
TOTAL				\$91,680

	<u>A</u> <u>No. of Cubic Feet</u>	<u>B</u> <u>Cost Per Foot</u>	<u>C</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C</u>
Storage Space (Inactive)	35	\$6	12	\$2,520
TOTAL				\$2,520

<u>OFFICE SPACE/LIGHT/HEAT</u>	<u>A</u> <u>Percentage</u>	<u>B</u> <u>No. of Square Feet</u>	<u>C</u> <u>Cost Per Foot</u>	<u>D</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C x D</u>
General Office Area	40%	500	\$18.12	12	\$43,488
Mortgage Tax Clerk Office	80%	56	\$18.12	12	\$9,741
TOTAL					\$53,229

TOTAL OTHER COSTS \$147,429

TOTAL ALL COSTS TO ONEIDA COUNTY

\$488,483



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

December 20, 2018

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

FN 20 19 024

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Parent Aide Services are defined by New York State Office of Children and Family Services as those services provided in the home and community that focus on the need of the parent for instruction and guidance. These services improve parental and family functioning to avoid out-of-home placements for children.

The Department has contracted with Mohawk Valley Community Action Agency, Inc. for several years for Parent Aide services. The Parent Aide program provides intensive in-home services to families in need of guidance, instruction, and education whose children are at serious risk of foster care or institutional placement through Family Court. Parent Aide services includes instruction or mentoring in areas related to child care and home management such as child development, home safety and maintenance, appropriate discipline technique and family budgeting and other such related issues. The goal is to provide Preventive Services and re-direct the families to avoid child abuse, neglect, and foster care placement.

This Agreement is for the term January 1, 2019 through June 30, 2019 and has a maximum total cost of \$232,668.50 for the duration of this agreement. This is an interim agreement as the Department will be sending out an RFP for this program. The local cost to support this effort is 27.18 % or \$63,239.30. This service is a vital element in our Preventive Services Program.

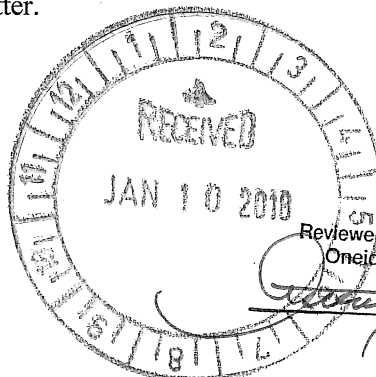
I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration.

Thank you for your attention to this matter.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/vlc
attachment.



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

Anthony J. Picente, Jr.
County Executive

Date 1-10-19

14901

Oneida Co. Department Social Services

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

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Mohawk Valley Community Action Agency, Inc.
9882 River Road
Utica, New York 13502

Title of Activity or Services: Parent Aide Services

Proposed Dates of Operations: January 1, 2019 through June 30, 2019

Client Population/Number to be Served:

Parent Aides will provide community-based services to 145 families at any given time in order to prevent foster care and to return children from foster care. The purpose of this program is to decrease the number of children being placed into foster care and to return children to a permanent living arrangement. The agency will pursue an aggressive policy regarding permanency planning for children at- risk of being placed into care and children already in care.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Parent Aide service is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designated to maintain and enhance parental functioning and family/parent role performance. Parent Aide Service includes instruction or mentoring in areas related to child care and home management such as child development, home safety and maintenance, appropriate discipline technique and family budgeting and other such related issues.

2). Program/Service Objectives and Outcomes

Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

3). Program Design and Staffing Level -

1 Program Manager
10 Family Specialists

Total Funding Requested: January 2019-June 2019 \$ 232,668.50

Oneida County Dept. Funding Recommendation: Account # A6070.49547

Mandated or Non-mandated: Preventive Mandated service

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

FEDERAL	38.39 % -	\$89,321.44
STATE	34.43 % -	\$80,107.76
COUNTY	27.18 % -	\$63,239.30

Cost Per Client Served:

Past performance Served: Mohawk Valley Community Action has contracted with Oneida County Department of Social services for Parent Aides since 1985. The total cost of this contract in 2018 was \$465,337.

O.C. Department Staff Comments: The Department will be sending this service out to RFP.

14901

THIS IS AN AGREEMENT (hereinafter called the "Agreement") by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York having its principal offices at 800 Park Avenue, Utica, New York 13501, through its Department of Social Services (hereinafter called the "Department," the Department and Oneida County shall collectively be called the "County"), and Mohawk Valley Community Action Agency, Inc., a not-for-profit corporation as defined in Section 102 (a)(5) of the New York Not-For-Profit Corporation Law having its principal offices at 9882 River Road, Utica, New York 13502 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the "Commissioner") is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida at public expense pursuant to Article 6 of the Social Services Law including Preventive Services pursuant to Section 409 et seq. of the Social Services Law and the Consolidated Services Plan for New York State; and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such Preventive Services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State office of Children and Family Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the Preventive Services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 et seq. of the Social Services Law and 18 NYCRR Parts 405 and 423; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these Preventive Services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I. DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted:

(1) Preventive Services shall mean these supportive and rehabilitative services provided to

children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a Family which will or could result in placement of a child in foster care, enabling a child who has been placed in foster care to return to his or her Family at an earlier time than would otherwise be possible, or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

(2) Case Management shall be defined as the responsibility of the Department to authorize the provision of Preventive Services, to approve the child and his or her Family eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning shall be defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case Planning responsibility shall also include documenting child and his or her Family's progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this Agreement. Case Planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts is defined as:

- i. Individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parents, relatives or guardians constitutes Preventive Services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.
- ii. Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and Family's service plan.

(5). Clinical Services shall be defined as assessment, diagnosis, testing, psychotherapy, and

specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

(6). Day Care Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(7). Day Services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and Transportation Services, for at least three (3) but less than twenty-four (24) hours per day and at least four (4) days per week, excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, such service(s) may be waived.

(8). Emergency Cash or Goods shall be defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter shall be defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services shall be defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but not limited to: role modeling, listening skills, Home Management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training shall be defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a Family or help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services shall be defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's Family.

(18). Client shall mean a child and/or his or her Family determined by the Department to be eligible for Preventive Services.

SECTION II. TERM OF AGREEMENT

(1). The term of this Agreement shall be from January 1, 2019 through June 30, 2019. The option to renew this Agreement is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement. It is understood and agreed that the County and the Department shall not be obligated to extend or renew the terms of this agreement.

SECTION III. SCOPE OF SERVICES

(1). It is mutually agreed between the Department and the Contractor that the Contractor shall furnish Preventive Services to Clients in accordance with Federal and New York State laws and regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Office of Children and Family Services ("OCFS"). It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the OCFS.

(3). The Department shall be responsible for Case Management which shall include authorizing the provision of Preventive Services, approving Client eligibility in accordance with 18 NYCRR Section 423.3, and approving child service plans.

(4). The Contractor shall provide Preventive Services in accordance with the Purchase of Service Specifications Between Oneida County Department of Social Services and Mohawk Valley Community Action Agency, Inc. attached hereto and made part hereof as Appendix C.

(5). The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(6). The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the Department agree that a determination by the OCFS to deny reimbursement to the Department for the provision of Preventive Services for a Client, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from its statutory or contractual obligations to continue to provide Preventive Services for the Client or other children in its care.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix C of this Agreement and as required by individual case plans pursuant to 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor shall review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV. FAIR HEARINGS

(1). The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department shall also inform applicants for or recipients of Preventive Services how to file a fair hearing request. The Department shall be responsible for establishing fair hearing procedures; holding fair hearings, and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V. REIMBURSEMENT

(1). The Department shall reimburse the Contractor for provision of Preventive Services in accordance with State and Federal regulations pertaining to reimbursement of Preventive Services.

(2). The Department shall monitor the performance of the Preventive Services monthly and a fiscal penalty shall be imposed for the Contractor's failure to meet program outcomes as detailed under title "Outcomes/Measurements for Parent Aide Agreement" of Appendix C. A fiscal penalty equal to a reduction of two percent (2%) of the monthly installment shall be assessed for each outcome not met.

(3). Reimbursement shall be issued in monthly installments, as detailed below, upon submission of a County voucher and data necessary to allow the County and the Department to determine if a Fiscal Sanction is to be assessed.

- i. Monthly payment from January 1, 2019 through May 31, 2019 shall be \$38,778.03.
- ii. Monthly payment for June 1, 2019 through June 30, 2019 shall be \$38,778.35.
- iii. The total cost of the program under this Agreement shall not exceed \$232,668.50.

(4). Each voucher shall include the Agreement number and Agreement name as provided by the Department and shall have attached:

- i. Statement identifying each Client provided with Preventive Services in said month, listing the days of admittance and discharge from the program;
- ii. Copy for each case of "Itemized Individual Billing for Preventive Services" with case number, Case Manager's name, and case comments;
- iii. Title XX forms as required by the Department; and
- iv. Other data which shall be mutually agreed upon.

SECTION VI. GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day-to-day provision of Preventive Services for each Client serviced by it in accordance with this Agreement and with appropriate OCFS regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each Client rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the regulations of the OCFS in order to provide the Preventive Services set forth in Appendix C of this Agreement.

(3). The Contractor shall provide the Preventive Services described in Appendix C of this Agreement at the principal location of:

MOHAWK VALLEY COMMUNITY ACTION AGENCY INC.
9882 RIVER ROAD, UTICA, NEW YORK 13502

and shall provide the Department written notification of the location(s) of any additional support services provided in conjunction with the child service plan, outside of the aforementioned address.

(4). The Department shall notify the Contractor with the name of the person assigned to monitoring responsibility for child protective services for the recipients receiving Preventive Services

from the Contractor.

SECTION VII BOOKS, RECORDS, AND REPORTS

(1). The Contractor shall keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each Client receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the Client, in addition to other recipients of service involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of Preventive Services at intervals required in the OCFS regulations.

(2). All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(3). The records of individual Clients of Preventive Services shall be made available to the Department upon request for consultation or review.

(4). The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.

(5). The Contractor shall maintain financial books, records and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the Preventive Services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

(6). The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for Preventive Services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraph 3, 4, 5 and 6 of this Section, and until the expiration of (6) years after the furnishing of Preventive Services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII. ACCOUNTABILITY

(1). The Department shall establish methods to evaluate the provision of Preventive Services by

the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with Clients of Preventive Services, review of uniform case records, review of Preventive Service policy and procedural issuances, review of staffing and job description and meetings with any staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those local, state and federal agencies with the required legal powers and statutory authority to conduct such activities.

(3). The Department shall confer with the Contractor at least twice a year to discuss the Contractor's Preventive Services purchased by the Department. This shall include, but not be limited to, such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual Client reviews shall include determination of compliance to Agreement requirements.

(4). If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the OCFS as it deems necessary.

(5). The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.

(6). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

SECTION IX. COMPLIANCE WITH LAW

(1). The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor

Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(2). The Contractor shall be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION X. TERMINATION OF AGREEMENT

(1). This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(2). In addition to the termination provisions set forth in paragraph 1 *supra*, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(3). When the Agreement is to be terminated pursuant to Paragraph 1 and/or 2 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of Agreement is involved, in which case the effective date shall not be less than thirty (30) days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

(4). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, or 2 *supra*, the Department shall arrange for the transfer to another Contractor of all Clients then served by the Contractor. In order to reimburse that Contractor for all Clients not transferred by the effective date of termination, the Department and Contractor shall negotiate an extension of this Agreement prior to the date of termination.

(5). The Contractor shall comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department any overpayments or excess funds paid to the Contractor pursuant to this Agreement; not incurring or paying any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmitting to the Department or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any Preventive Services provided under the terms of this Agreement.

(6). The Contractor agrees that any equipment purchased with funds under this Agreement is the property of the Department and shall revert to the Department upon any termination or failure to

renew the Agreement pursuant to State law.

SECTION XI. PERFORMANCE OF SERVICES

(1). This Agreement may not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department.

(2). The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(3). The Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. The Contractor further agrees to keep such required documents in full force and effect during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

(4). The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Preventive Services. The Contractor shall use the Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the location, method, details and means of performing the Preventive Services, except where Federal, State or local laws and regulations impose specific requirements on performance of the same.

(5). The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Preventive Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

(6). The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

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

(8). The Contractor and its Assistants shall not be required to attend or undergo any training by the Department. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Preventive Services described herein and shall be solely responsible for the cost of the same.

SECTION XII. INDEPENDENT CONTRACTOR STATUS

(1). It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that neither the Contractor nor its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(2). The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

(3). The Contractor and its Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(4). The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

(5). The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

(6). The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(7). If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

(8). The Contractor shall comply with Federal and State laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to

such employment and Civil Rights requirements.

SECTION XIII. INDEMNIFICATION

(1). The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.

SECTION XIV. INSURANCE REQUIREMENTS

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

- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Abuse and Molestation coverage must be included.
 - c. Oneida County, and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- ii. Workers' Compensation and Employer's Liability
 - a. Statutory limits apply.
- iii. Business Automobile Liability (BAL)
 - a. BAL with limits of at least \$1,000,000 each accident.
 - b. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
 - c. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

- iv. Commercial Umbrella
 - a. Umbrella limits must be at least \$5,000,000.
 - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - b. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- v. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

(2). Waiver of Subrogation: the Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Professional Liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

SECTION XV. VENUE

If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.

SECTION XVI. 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 conditions of this Agreement.

SECTION XVII ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or

modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Commissioner

Date: 1/2/19

Mohawk Valley Community Action Agency, Inc.: _____

Amy Turner
Amy Turner, Executive Director

14901

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Mohawk Valley Community Action Agency
NAME OF CONTRACTED AGENCY

Amy Turner, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Amy Turner 1/2/19
SIGNATURE DATE

APPENDIX C

Purchase of Service Specifications Between Oneida County Department of Social Services and Mohawk Valley Community Action Agency, Inc.

I. Preventive Service Goals and Objectives:

- A. Definition: Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family / parent role performance. Techniques may include, but not be limited to role modeling, listening skills, Home Management assistance and education in parenting skills and personal coping behavior.
- B. Target Population: Contractor's Parent Aides will provide community-based services to 145 families at any given time in order to prevent foster care, or to return children from foster care. The major priority of Preventive Services is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.
- C. Program Goals:
1. Provide Family and community based services to children at imminent risk of placement into Foster Care and their families. The products are aimed at reducing the number of children entering / reentering Foster Care to include PINS and JDS and helping them return successfully to the community.
 2. To reunify children in Foster Care with their families as quickly as possible through training, education and Family support services designed specifically to strengthen the Family unit. Intervention of Parent Aide Program services help to ensure a safer, more nurturing and healthier home environment.
 3. To assist children and families in longer term planning when a return home from Foster Care is not possible. This may include adoption when appropriate and possible.
 4. To serve a minimum of 145 families at any given time during the Agreement year.

II. Program Description:

- A. Staffing: Mohawk Valley Community Action will employ (1) Program Manager and (10) Family Specialists (each Specialist will have a maximum caseload of 14 cases at any given time). Mohawk Valley Community Action agrees to Provide Parent Aide Services to (145) families at any one time during the Agreement year. These cases will be drawn from the Department's active preventive and protective caseload. The parent aide will be available

- flexible hours to better serve the families. Staff will preferably hold a minimum of an Associate's degree or experience as deemed appropriate by the Department, with some experience in working with at-risk youth or providing parenting programming.
- B. The Contractor shall facilitate supervised visits at the Department's discretion.
 - C. The Contractor shall continue to provide required services to families as outlined in this Agreement and New York State Department of Social Services Regulations regardless of the vacancy status of personal
 - D. The Contractor shall provide Parent Aide Services as defined below by New York State Department of Social Services.
 - E. Contractor shall cooperate with Oneida County Department of Social Services and provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law. Contractor shall participate in a centralized intake process and shall not reject any case referred nor close any case without prior written approval from the Department. Contractor shall not sub-contract any part of the Agreement award. Services will be provided in the Family's home, as required by law.
 - F. Contractor shall provide Family and community-based services to children at imminent risk of foster care and their families to reduce the number of children entering or re-entering foster care and helping them return successfully to the community. Contractor shall reunify children in foster care with their families as quickly as possible, ensuring a safe, nurturing and healthy environment. Contractor shall assist in developing a permanency plan when children cannot return home. Contractor shall provide visitation services. Contractor shall provide all services to the awarded number of families, regardless of the vacancy status of personnel, as defined by the NYS Department of Social Services.

III. Department Required Operating Procedures:

- A. Referrals shall be made by the Department and faxed to the Contractor. The referral packet will include the parent aide referral form, any court orders and FASPS, as well as contact information for the current caseworker and supervisor. In the absence of the court order of FASP, the Department shall provide a brief summary of what is in the current court order and the basic service plan agreed upon at this point;
- B. Within 2 business days of the date of the referral the Contractor shall notify the Department who was assigned as parent aide to the case;
- C. Upon receipt of the referral, and within 2 business days of such, the parent aide shall contact the caseworker to discuss case issues, make an initial assessment of Family's needs and create a possible plan of action;
- D. Within 5 business days of assignment the parent aide shall contact the Family and establish

meeting schedule. Parent aide contacts shall initially be weekly and as case transitions to closure contacts shall be decreased. These decisions shall be discussed with the assigned caseworker and made part of the service plan reviews;

- E. The caseworker shall be given the option of accompanying the parent aide on the first visit to the Family;
- F. A Housing Inspection shall be completed and submitted to the Department within 10 business days;
- G. Weekly home visits shall occur at a minimum of one hour per week. (Direct service time with Family does not include travel time.). Routine communication with caseworker shall occur after each visit. All contacts will be incorporated into service plan reviews;
- H. Parent aide shall make monthly phone or other personal contact with the assigned caseworker and provide monthly update as to case status;
- I. Parent aide shall complete contemporaneous case notes of all case contacts. These notes shall include, but not be limited to, the following information: where, when and how the contact occurred, who was present during the contact, purpose of the contact, issues discussed during the contact, any concerns noted during the contact, and an ongoing assessment as to how much progress the parent is making to reach the established goals. These notes shall be provided to a designated person within the Department by the 5th of the following month.
- J. Parent aide shall attend and participate in all FASP related meetings and/or service planning meetings that they are requested to attend when provided reasonable notice.
- K. Parent aide shall attend Court as requested and provide the following:
 - 1. Testimony, as needed;
 - 2. Parent aide shall make available case notes which include: where, when, and how contact occurred with the parent, who was present, purpose of the contact, issues discussed with the parent, concerns of either parent or parent aide, and an update on the parent's progress towards attaining goals.
- L. Parent aide shall utilize a parenting curriculum to provide one-on-one parent skills training. This training shall be a priority for the Contractor and every effort shall be made to complete the training expeditiously within the guidelines of the particular curriculum. The Contractor shall notify the Department of a parent's successful completion of the parenting program and/or the parent's failure to complete or benefit from the training.
- M. If a parent or Family is non-compliant with Parent Aide Services:
 - 1. The parent aide shall notify the Department (both the caseworker and

department's designated staff person) if, after reasonable attempts, a Family is not cooperating with Parent Aide Services.

2. The Department shall schedule a service plan meeting to discuss lack of compliance and make an appropriate plan of action, Contractor staff shall participate in the meeting. If the decision is to terminate Parent Aide Services pending future compliance, the Contractor shall provide a letter to the Department outlining their efforts and the reason for the closure, all closures shall be approved by the Department.
- N. At every 6 month FASP review the Department's Grade A Supervisor must approve the continuation of Parent Aide Services.
- O. child and his or her Family Referral and/or open cases will not be rejected or closed without the approval of the Department.
- P. Due to the large geographic area and lack of public services, transportation is a key issue for families seeking self-sufficiency. The agency will work with the families to establish goals to address the transportation issue and enable them to plan for appropriate transportation when needed (ex. Considering transportation issues when locating a home or service, learning how to utilize public transportation services such as taxi's, bus routes, ride sharing, securing a vehicle if possible etc...). The Contractor agrees to arrange or provide transportation for child and his or her Family assigned to their caseload, for the following situations, but not limited to these situations:
1. Medical Appointments;
 2. Visitations;
 3. Counseling appointments;
 4. Shopping, and Contacts with other Agencies to improve housing;
 5. Pre-Placement Visits, if necessary; and
 6. To the Department for Departmental business.
- Q. The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and may request such individual be relieved of his or her duties under this agreement and another person chosen in his or her place. The final decision on reassignment of staff rests with Contractor.

IV. Records and Reports:

- A. The Agency will complete Title XX Eligibility forms for each Family. The forms must be submitted monthly with Oneida County Voucher no later than the 5th day of

the following month to ensure payment and include a summary of the month's activity.

- B. All reports required herein are required by Federal, State or Local law, rule or regulation.
- C. The Contractor shall prepare and provide any and all monthly or Quarterly reports required by the County and/or State Governments pertaining to this Agreement. Monthly reports shall be completed and submitted by the fifth day of the following month.
- D. The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to complete a Contract Staff Vacancy Report upon changes.
- E. The Contractor shall complete a listing of current Agreement Personnel upon full execution of the Agreement. The Contractor shall notify the Department of staff vacancy and/or staff changes through the attached Staff Modification notice. Both staff data notices shall be sent to the Contract Administrator
- F. The Contractor shall provide a program "portfolio," as discussed and mutually agreed upon. The Contractor shall participate in program evaluation planning and preparation.

V. Contractor's Program Description: Family Development Family Support Services:

- A. Contractor provides comprehensive Family support services based upon Family Development Model. The Family Development model is used to help families reduce the barriers that prevent them from leaving poverty and becoming self-sufficient. The underlying purpose is the pursuit of a delivery system that maximizes a Family's potential so they may leave welfare and become a participating, contributing member of our society.
- B. In working with a Family, the worker helps determine who owns a problem, points out alternatives and discusses solutions. The Family Development system focuses away from crisis-orientated and fragmented services, towards an empowerment and family support based approach. The approach emphasizes prevention, interagency collaboration and a greater role for families when determining services. Long-term Case Management has been used successfully to assist participants in recognizing and solving their own problems, accessing services and setting goals, which will lead to stable families and ultimately self- sufficiency.
- C. The Family Development Model consists of a six-step process:
 - 1 Stabilize household;
 - 2 Enhance living conditions;

- 3 Improve Family members' physical, social and educational development;
- 4 Increase literacy levels and basic employment skills;
- 5 Coordinate delivery of integrated services;
- 6 Assist in empowering the Family toward achieving self-sufficiency.

D. Self-sufficiency services through Family Development:

1. Case management, using the Family Development model, will be intense during the Family's enrollment in the program. There will be a minimum of one hourly home visit per week, with the number decreasing as the Family's abilities and capabilities grow. Emphasis will be upon increasing the Family's problem-solving capability, enabling them to become self-confident and self-sufficient.
2. Case Management will be provided for as long as deemed necessary by the Department. Upon successful completion of the Parent Aide Services, Contractor will offer the Family continued Case Management services through other agency programs.
3. After the Family's immediate needs have been met, the worker will conduct an in-depth interview. The interview, which may be spread over several visits, will be based upon the Family Assessment Survey. This assessment will identify problems to be overcome and will be a basis of the Family's goal setting. The Family will work with the worker to develop short and long-term goals, and to identify in an action plan the steps necessary to attain them. The worker will assist the Family in accessing information, services, and assistance required achieving their self-determined goals.
4. A Family Assessment will be updated minimally every four months, and will be used by the Family and worker to gauge the Family's progress in maintaining or achieving custody of their children and in achieving Family-set goals.
5. Each Family will receive training on the rights and responsibilities of tenants and landlords. Topics will include obtaining minor repairs and maintenance, withholding rent, what to do if rent cannot be paid, and eviction proceedings. The worker will discuss budgeting with the Family and help them set priorities and develop a working budget, if needed. A Family with severe budgeting or debt problems will be referred to Consumer Credit Counseling for in-depth assistance.
6. Families will be referred to local agencies to address issues that threaten their housing and self-sufficiency. Integral to the referral process will be supporting and encouraging Families' efforts to access needed services and become effective advocates for their own needs.

7. Adults without a high school diploma will be strongly encouraged to pursue a GED, through referral to the local BOCES, or to Even Start for homebound mothers of infants and young children.
8. Families will be encouraged and have assistance in gaining full-time employment. Families will need their own source of income if they are to remain in permanent housing. In Oneida County, Working Solutions is the entry point into government-sponsored training, pre-employment, and placement services. Program participants will be made aware of job openings within the Contractor's programs and services, and will receive high consideration for any for which they are qualified.
9. Childcare is an important issue for single parent Families and those in which both parents are employed (often an economic necessity for project families). The Mid-York Child Care Coordinating Council assists parents in Oneida County in locating quality childcare by maintaining a list of all state-licensed and certified providers, and by educating parents in selection of appropriate care. The Contractor will refer parents to the Coordinating Council as well as to the Head Start / Early Head Start (all of Oneida County, including the City of Utica). Parents will be encouraged and assisted in accessing available childcare subsidies for public assistance recipients and the working poor.
10. Families dealing with domestic violence will be referred to domestic violence programs in Oneida County for counseling and assistance. Some legal issues may be handled by Legal Aid Society of Mid-New York, which maintains offices in Rome and Utica.
11. Health, mental health, and substance abuse problems will be referred to appropriate organizations. The Oneida County Public Health Nursing Services provide well-child clinics and child immunizations; lead screening, and pre- and post-natal services. The Contractor maintains relationships with a variety of health, mental health, and substance abuse treatment providers in localities throughout the service area that will accept referrals from Parent Aide program and other Contractor programs.
12. Due to the large geographic area and lack of public services, transportation is a key issue for families attempting to become self-sufficient. It is an issue in selecting an apartment location and in budgeting because of the financial strain of maintaining a vehicle on a limited income. Families will be encouraged to establish Family goals to address both of these issues. Local taxis, volunteer drivers, or ride sharing may offer a solution under some circumstances. In emergency situations, in the absence of the other resources, it may become necessary for the program staff to transport a person or Family.

E. Parenting One-on-One:

1. The Family Specialist shall address the Family's parenting issues one-on-one during home visits. The Contractor's one-on-one parenting sessions have been deemed by Oneida County Family Court judges as 'meeting the requirement to attend parenting classes.' Everyone learns and retains information differently, therefore it is a must to provide information in as many mediums as possible. The Contractor's one-on-one parenting sessions incorporate visual (videos), written (pamphlets, workbooks that follow the videos) and verbal components. These 'tools' provide standardized information utilized by all Family Specialists.

VI. Contractor's Reference Materials and Content:

- A. Boys Town Common Sense Parenting Video Kit: This series of six sessions comes with an interactive workbook which includes activities that are done during the video and also "homework" that is done independently.
 1. Session 1- Parents are Teachers: How you can communicate clearly with your children and how to use positive and negative consequences with children to change their behavior.
 2. Session 2- Encouraging Positive Behavior: Demonstrates how catching children when they're being good is one of the best ways to encourage more positive behavior. How to praise children effectively and how to use charts and contracts to help children set and reach reasonable goals.
 3. Session 3- Preventing Misbehavior: Demonstrates how to prevent problems before they occur by teaching your children what they need to know to be successful in new situations or in situations that have been trouble for them in the past.
 4. Session 4- Correcting Problem Behaviors: Demonstrates how to respond effectively to children's misbehavior and increase the likelihood that children will behave better in the future.
 5. Session 5- Handling Emotionally Intense Situations: Teaches techniques you can use to stay calm and to teach children self-control when they throw temper tantrums, scream, hit or defy you.
 6. Session 6- Helping Children Succeed in School: Demonstrates what you can do at home to help children do well in school. How to use school notes, manage time and assist with homework.
- B. ADHD: What Can We Do: This video and workbook focuses on the most effective ways for managing ADHD. Parent training strategies are detailed and effective techniques such as home token systems are demonstrated.

- C. ADD Hyperactivity Workbook: This workbook touches topics such as, characteristics and causes of ADHD, medication management, psychological counseling and behavior modification. You will find practical strategies to solve common problems found by parents of children with ADHD. Includes worksheets targeted at specific behaviors for change, and behavior rating scales.
- D. Building Blocks for Successful Parenting- Video series of five programs to help parents with preschool children address the issues that are important in the early years. Each program will equip parents with the building blocks that support successful parenting and successful kids. This series was created to empower parents immediately. This series gives tools that every parent including teenage parents can use right away. Each video comes with a guide to be used so the parents can get the most out of these programs.
1. Program 1: Handling Anger, Temper Tantrums and Sibling Rivalry Effectively

Objectives:

 - Enable parents to prepare children for the arrival of new siblings;
 - Discover ways to minimize sibling rivalry;
 - Realize the benefits and drawbacks of sibling rivalry;
 - Understand triggers to children's anger;
 - Empower parents by providing safe and appropriate ways to deal with preschooler's anger;
 - Teach parents how to recognize and diffuse potentially dangerous tantrum behaviors.
 2. Program 2: Preschooler Discipline: Making it a Positive Experience.

Objectives:

 - Evaluate parenting styles and determine children's temperaments in order to predict and prevent misbehavior;
 - Provide guidelines to help avoid destructive discipline;
 - Demonstrate the basics of good behavioral management;
 - Train parents to communicate limits to children;
 - Illustrate alternatives to physical discipline.
 3. Program 3: Ages and Stages: Knowing what to Expect and When

Objectives:

 - illustrate phases of physical and cognitive development in preschoolers;
 - Advise parents on bedtime do's and don'ts;
 - Teach safety guidelines for preschoolers;
 - Train parents to appropriately manage feeding times;
 - Gain insight into the likes and dislikes of preschoolers;
 - Explain methods for potty training;
 - Educate parents on how to help their preschooler cultivate independence.
 4. Program 4: Preparing Your Preschooler For Success In School

Objectives:

- Understand how a child's imagination works;
- Show how play and having fun are essential to learning;
- Explain the limitations of what should be taught to preschoolers;
- Explore ways to motivate children to learn;
- Ease preschoolers' transition into kindergarten.

5. Program 5: Working Parents and Your Preschooler

Objectives:

- Suggest ways to successfully balance career and family responsibilities;
- Share tips on avoiding the separation blues;
- Empower parents and children with coping skills to deal with divorce;
- Provide parents with child-care options and considerations;
- Address safety concerns regarding daycare.

- E. *Homework? I'll do it later*: Shows you how to find out if your child is having difficulty with homework and how to motivate and teach your youngster the most effective way to do homework.
- F. *You Want Me to Help With Housework? No Way*: teaches a systematic way to teach children to help out more around the house.
- G. *I'm Not Everybody! Helping Your Child Stand Up To Peer Pressure*: Teaches practical ways parents can help children prepare for and deal with pressure from their friends.
- H. *I Can't Decide What Should I Do?*: Shows a method for helping youngsters sort through problems and come up with well thought out solutions.
- I. *No, I Won't! And You Can't Make Me*: Teaches methods to deal with children's rebellion and temper flare-ups.
- J. *Catch'em Being Good Happier Kids, Happier Parents through Effective Praise*: Shows how to break the cycle of criticism and concentrate on the good things children are doing.
- K. *Setting Your Child Up For Success Anticipating and Preventing Problems*: Shows how to help children be more successful in daily situations they may encounter.
- L. *Take Time To Be A Family. Holding Successful Family Meetings*: Shows how to use family meetings to build children's decision-making skills.
- M. *A Change for the Better Teaching Correct Behavior*: Shows how to deal with the frustrating problem of children and teens' misbehavior.
- N. *Negotiating within the Family You and Your Child Can Both Get What You Want*: Shows how to use a simple written agreement to help children identify and achieve realistic and personal goals.

- O. *It's Great to Be Me Increasing Your Child's Self Esteem*: Teaches practical, easy 'to learn concepts that will allow them to have an impact on their child's developing self-esteem.
- P. *United Learning: Blended Families, Yours, Mine and Ours*: different ideas for bringing children from different relationships into one home. It gives ideas on how to make the transition more comfortable. It shows parents different issues that each child may have to deal with and how they can help them do so. Cambridge: *From Here to Self Esteem*: This video shows how to build self-esteem through everyday interactions.
- Q. *New Parent Productions: Baby's First Months, What do we do now?* This video guides parents through the first few months. It focuses on common newborn problems, holding baby, diaper change, umbilical cord care, sponge bath, tub bath, dressing baby, first doctor visit, breast feeding, expressing milk, bottle feeding, fingernail clipping, crying/colic, taking temperature, minor emergencies and commonly asked questions.
- R. *Cambridge Career Products: Basic Parenting Skills*: is an overview of basic parent skills. It explores strategies for building discipline, communication and stability in children's lives.
- S. *Health Connection: Poisoning Our Children, the Perils of Secondhand Smoke*: shows parents, the importance of not smoking around children. It shows the effects of second hand smoke.
- T. *Cambridge: Baby Basics*- Will help new parents gain the benefits of a common sense approach as well as developing personal strategies that will work for them. It will answer questions pertaining to the newborn at birth, caring for mom postpartum, first days at home, daily care, feeding, health, safety, crying, sleeping, growth and development.
- U. *Organization Unlimited: Clutter Busters* - Contains storage and organization solutions to give more room in every room of the home.
- V. *Clear: Breaking the Lice Cycle, Understanding Head Lice*- This video shows how to identify lice infestation and available treatments.
- W. *Brazelton on Parenting*: This video touches on pre-natal topics such as becoming a family, the wonder of your newborn and sibling rivalry.

VII. Additional Books used for Reference:

- A. *Common Sense Parenting*
- B. *Skills For Families, Skills For life*

C. *365 Food Kids Love To Eat*

D. *Go To Your Room - Consequences that Teach Nurturing Parenting*

E. *Finding Safety and Support-Domestic Violence*

F. *Alcohol, Anger and Abuse*

G. *Children's Games Made Easy Child Safe*

I. Supervised Visitation:

- A. The Contractor will provide supervised visits on behalf of the Department. The Contractor will provide this service either at the Family's home, the Contractor's location, or at a court ordered/Department designated location within Oneida County.
- B. The Contractor will provide various locations for these visits 1) Head Start Cornerstone Building located at 1100 Miller Street, Utica and 2) at MVCAA, 1721 Black River Blvd., Rome. The spaces provided will have a small colorful area with interactive toys. All visitation areas will create an atmosphere that will promote healthy Family-interaction situations. Reports will be submitted following each visit.
- C. The Contractor's staff will be available for a total of two visits per week. Supervised visitation time will be above and beyond the weekly scheduled visits with each Family. We would encourage scheduling these visits from 4:00 pm -6:00 pm, but will work around the needs of the Family.

II. Performance Targets:

- A. The Contractor utilizes a strategy that focuses on a performance-based model for management called Result Oriented Management and Accountability ("ROMA"). In 2009, the Contractor started utilizing a new web-based database that tracks Family's demographics, activities, and outcomes. The Contractor is in the implementation phase of their new database, when fully operational all case files/notes etc. will be electronically stored.

III. Outcomes/Measurements for Parent Aide Agreement:

- A. Outcome: Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6 months from the initiation of service.

Measurement: 70% of the families referred for parent education will successfully complete the curriculum.

- B. Outcome: There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.

Performance: There will not be any new allegations of abuse or neglect during program participation.

Measurement: 70% of the families assigned a parent aide will not have a substantiated abuse or neglect report during program participation.

Measurement: 70% of the families assigned a parent aide will not have a child placed outside the home during program participation.

- C. Outcome: Parent Aide Services will provide Family centered and culturally competent services to the target population.

Performance: Families will remain engaged in services until service plan goals are successfully completed.

Measurement: 70% of the participants will report satisfaction with the services provided as measured by a child and his or her Family satisfaction survey given 30 days from the start of the program and upon completion of program.

- D. All families will complete the Family needs assessment. Based on this assessment a written plan of action, including time frames for objective completion, will be developed for each Family. All families will be referred by the Department as appropriate, to services provided by Contractor as well as other community providers.
- E. The goal of the project is to stabilize the Family or individual and assist them in building the self-sufficiency skills that will enable them to become self-reliant. The principal outcome to be measured is therefore the achievement of Family-set goals over time, leading to stability and self-sufficiency.
- D. Verification of a Family's progress will be based upon the quarterly updates of the Contractor's Data Base made by the entries of the assigned worker. The service, activities and outcomes for each Family are captured in the data base system. The worker will provide verification of satisfaction of services by conducting quarterly satisfaction surveys. The results of the outcomes will be reported to Department.

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Amy Turner
Signature: Amy Turner
Title: Executive Director
Date: 1/2/19
Witness: Sarah Sandre

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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



ONEIDA COUNTY
DEPARTMENT OF PLANNING

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive

REGINA A. VENETTOZZI
Interim Commissioner

December 27, 2018

EN 20 19-025

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

ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS

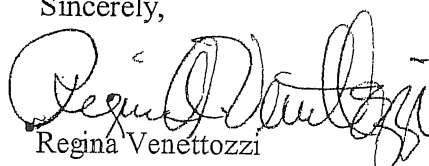
Dear County Executive Picente:

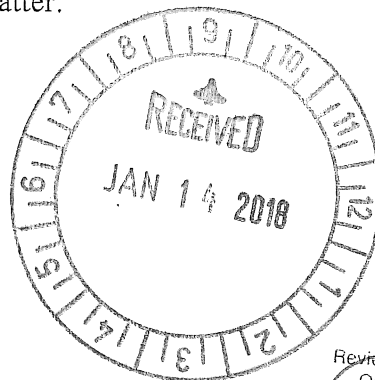
Oneida County established an agricultural business incubator in 2017 to assist current and future agriculture related businesses with educational workshops, business mentoring and networking events. There remains an unspent amount that Cornell Cooperative Extension Association of Oneida County has requested to be reprogrammed to continue the work that has begun with the Agribusiness Incubator. 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.

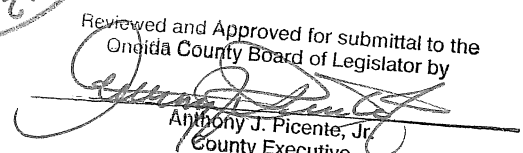
The funding of \$22,565.52 will be utilized for personnel costs and equipment to further the goals of the agricultural business incubator.

Thank you for your assistance in this matter.

Sincerely,


Regina Venettozzi
Interim Commissioner



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

Anthony J. Picente, Jr.
County Executive
Date 1-14-19

Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

Title of Activity or Service: Funding agreement to continue assistance to the Oneida County
Agricultural Business incubator.

Proposed Dates of Operation: Effective Upon Execution – December 31, 2019

Client Population/Number to be Served: Local farmers/agricultural businesses and those
interested in establishing agricultural businesses in Oneida County.

Summary Statements

- 1) **Narrative Description of Proposed Services:** The Cornell Cooperative Extension Association of Oneida County will utilize the \$22,565.52 to fund personnel costs and equipment to further the goals of the agricultural business incubator.
- 2) **Program/Service Objectives and Outcomes:** To continue an Agricultural Business incubator.
- 3) **Program Design and Staffing:** To be staffed by a program coordinator and supporting staff through Cornell Cooperative Extension Association of Oneida County.

Total Funding Requested: \$22,565.52 **Account #** A2495.49510

Oneida County Dept. Funding Recommendation: \$22,565.52

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

AMENDMENT

2019

THIS AGREEMENT (the "Agreement"), made the 7th day of January, ~~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," CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ONEIDA COUNTY, a County extension service association comprised of an unincorporated organization of citizens of Oneida County and organized, authorized and operating pursuant to New York County Law §224(8) having its principal place of business at 121 Second Street, Oriskany, New York 13424, hereinafter referred to as the "Contractor," and the MOHAWK VALLEY COMMUNITY COLLEGE FOUNDATION, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 1101 Sherman Drive, Utica, New York 13501, hereinafter referred to as the "Foundation," each a "Party," and collectively, the "Parties."

WHEREAS, on November 8, 2017, in Resolution Number 322, the Oneida County Board of Legislators authorized and approved an agreement (the "Original Agreement, Contract #19034") between the Parties to have the Contractor provide services in support of the Oneida County Agribusiness Incubator (the "Incubator"); and

WHEREAS, the Original Agreement allocated certain funds for very specific services to be provided by the Contractor, services that were later determined to be superfluous and unnecessary; and

WHEREAS, the Parties agree that there are additional services that can be provided by the Contractor that will further the goals of the Incubator; and

WHEREAS, the parties intend that the Contractor receive funding from the County in exchange for the provision of these services,

NOW, THEREFORE it is agreed as follows:

1. **FEE FOR SERVICES:** The County agrees to provide a total of twenty-two thousand, five hundred and sixty-five dollars and fifty-two cents (\$22,565.52) to the Contractor for the services provided under the terms of this Agreement.

2. **SCOPE OF SERVICES:** The Contractor shall complete the following activities:
 - a. Take all actions necessary in the development and implementation of the Incubator, as agreed to by the Parties to further the goals of the Incubator.

3. **EARLIER AGREEMENT:** The parties do hereby incorporate by reference the Original Agreement of the parties, executed on November 14, 2017, including all terms, conditions, obligations and agreements.

4. **TERM:** This Agreement shall be effective upon its execution by both parties and shall terminate December 31, 2019.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

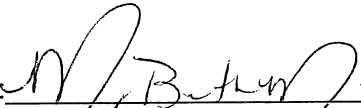
ONEIDA COUNTY

By: _____

Date: _____

Anthony J. Picente, Jr.
Oneida County Executive

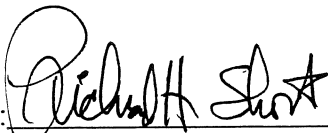
CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ONEIDA COUNTY

By:  _____

Date: January 7, 2019

Mary Beth McEwen, Executive Director
Cornell University Cooperative Extension of Oneida County

MOHAWK VALLEY COMMUNITY COLLEGE FOUNDATION, INC.

By:  _____

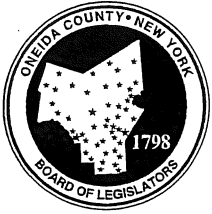
Date: 08 JAN 2019

Richard Short
President, Board of Directors

Approved

By: _____

Robert E. Pronteau, Esq.
Assistant County Attorney



ONEIDA COUNTY BOARD OF LEGISLATORS

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

November 7, 2018

FN 20 19-026

The Honorable Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

WAYS & MEANS

Dear Chairman Fiorini:

Please find enclosed for your review and consideration, an agreement between Oneida County and the Camden Central School District.

The agreement proposes to provide \$10,000.00 in funding to the Camden Central School District to assist with the demolition of a derelict building located at 40 Union Street in Camden. The building is abandoned, derelict, believed to contain hazardous materials, and is close to Camden Middle School. In its current state, the aforementioned building presents a hazard to residents and students alike.

If the enclosed meets with your approval, kindly forward the same to the full Board of Legislators for consideration. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

Very truly yours,

Michael B. Waterman



Oneida Co. Department: Board of Legislators

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Camden Central School District
51 Third Street
Camden, New York 13316

Title of Activity or Service: Funds for demolition of derelict building

Proposed Dates of Operation: N/A

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** County will provide funds toward demolition of a derelict building at 40 Union Street in Camden, in order to abate the hazard presented thereby.
- 2) **Program/Service Objectives and Outcomes:** To promote the safety of all persons in the vicinity of the building at issue.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$10,000.00

Account # A6414.495

Oneida County Dept. Funding Recommendation: \$10,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2018, by **THE COUNTY OF ONEIDA** (hereinafter the "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, and **THE CAMDEN CENTRAL SCHOOL DISTRICT** (hereinafter the "District"), a school district organized and existing pursuant to the laws of the State of New York, with its principal office located at 51 Third Street, Camden, New York 13316 (each a "Party" and collectively the "Parties").

WHEREAS, the District is located within the jurisdiction of the County; and

WHEREAS, the County and the District have a joint interest in promoting public safety within the District, and particularly within the immediate proximity of the District's schools; and

WHEREAS, there is a building at 40 Union Street in Camden, New York (hereinafter the "Building") that is a danger to public safety due to being abandoned, derelict, believed to contain hazardous materials, and located in close proximity to Camden Middle School; and

WHEREAS, the County and the District desire to have the Building removed; and

WHEREAS, the County has allocated funding that may be used for said purpose; and

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

1. The District shall demolish the Building, and remove, transport and dispose of the resulting debris (hereinafter the "Work").
2. The County agrees to pay the District Ten Thousand Dollars (\$10,000.00) for the cost of performing the Work.
3. This Agreement creates no new duties, obligations, or responsibilities on the part of the County, other than the payment of the amount identified in Paragraph 2.

4. The District shall indemnify, defend, and hold harmless the County against any claims, losses, suits or damages arising in any way from the Work.
5. The District shall ensure that all personnel have the appropriate licenses, insurance, expertise, and experience to perform the Work.
6. The District shall ensure that the Work is performed in a manner that complies with all applicable ordinances, laws, codes, and regulations.
7. The District shall ensure that all personnel are provided with the appropriate safety equipment to perform the Work in a manner that is consistent with best practices in the industry.
8. The Parties agree not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of their right or interest therein.
9. The Parties agree that they have read and understood this Agreement in its entirety.
10. The Parties agree that they have been provided adequate time to seek legal assistance, and that each is entitled to have this Agreement reviewed by their attorney.
11. The Parties agree that this Agreement is their full and complete agreement that supersedes any prior discussions on the subject contained herein.
12. The Addendum – Standard Oneida County Conditions is attached hereto as Exhibit A and is incorporated herein.

Remainder of page intentionally left blank.


IN WITNESS WHEREOF, the Parties herein have hereunto set their hands and seals.

COUNTY OF ONEIDA

CAMDEN CENTRAL SCHOOL DISTRICT

By: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

Date

By: 
DR. RAVO ROOT
Superintendent of Schools

12-14-18

Date

Approved:

By: _____
LINDA BYLICA LARK
Assistant County Attorney

Date

EXHIBIT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

c. The Contractor shall:

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

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

5. NON-ASSIGNMENT CLAUSE.

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

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

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT.

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

STATE OF NEW YORK
STATE BOARD OF ELECTIONS

FN 20 19 - 027

ELECTION COMMISSIONER CERTIFICATION

WAYS & MEANS

To the Clerk of the County Legislature, County of Oneida

I certify that:

At a meeting of the Democratic County Committee of the County of Oneida, or a duly constituted subcommittee thereof, as prescribed under NY State Election Law 3-204 paragraph 2, held on the 14th day of January 2019, at 2011 Genesee St., Utica, New York, under the provisions of the Election Law and rules of the County Committee, a quorum being present, CarolAnn Cardone, residing at 614 Plymouth Place, Utica, New York, 13501, was recommended by a majority of said committee as a suitable and qualified person for appointment to the office of Commissioner of Elections,

___ for the term beginning January 1, _____

X to fill an existing vacancy in said office for the remainder of the current term

and that said designee is a registered voter of the County of Oneida and a duly enrolled member of the Democratic Party.

Dated at Utica, New York

January 14, 2019.
(date)



(Chairman or Secretary)

