

LAW & FINANCE

AGENDA December 8, 2021 4:00pm

Chair: Jonathan Schopf

Members:

Phil Barrett - VC
Joe Grasso
Kevin Tollisen
Matthew Veitch
Sandra Winney
Tom Wood

Welcome and Attendance

Approval of the minutes from November 10, 2021

HEALTH & HUMAN SERVICES

- Authorizing a renewal agreement with Captain Community Human Services Inc. for In-Home respite care services.
(Rebecca Robarge – Youth Bureau)
BUDGET IMPACT: None. Funds for this agreement are included in the 2022 Tentative budget.
- Authorizing a renewal agreement with James McGuinness & Assoc. Inc.
(Rebecca Robarge – Youth Bureau)
BUDGET IMPACT: None. Funds for this agreement are included in the 2022 Tentative budget.
- Approving the Saratoga County Child and Family Services Annual Plan update for 2021 –2022.
(Tina Potter, Commissioner of Social Services)
BUDGET IMPACT: None.
- Authorizing the acceptance of additional funds from New York State Office of Children and Family Services for the Safe Harbour NY Program, authorizing a renewal agreement with Saratoga Center for the Family, and amending the 2022 County Tentative budget in relation thereto.
(Tina Potter, Commissioner of Social Services)
BUDGET IMPACT: None. 100% State Aid

LEGISLATIVE & RESEARCH

- Approving the 2021 Saratoga County Legislative Program update.
(Ridge Harris, Deputy County Administrator)
BUDGET IMPACT: None.

BUILDINGS & GROUNDS

- Authorizing an agreement with American Commercial Cleaning Company, LLC for cleaning services at the County's Mental Health and Addiction Services Department.
(Chad Cooke, Public Works Commissioner)
BUDGET IMPACT: None. Funds for this agreement are included in the 2022 Tentative budget.

PUBLIC SAFETY

- Authorizing a renewal agreement with NMS Labs for the period from January 1, 2022 to December 31, 2022 for postmortem toxicological services.
(Susan Hayes-Masa, David DeCelle, County Coroner)
BUDGET IMPACT: None. Funds for this agreement are included in the 2022 Tentative budget.
- Authorizing a five-year agreement with AXON Enterprise Inc. for body worn and in-car cameras, taser, and evidence.com equipment, and web hosted software.
(Michael Zurlo, County Sheriff)
BUDGET IMPACT: None. Funds for this agreement are included in the 2022 Tentative budget.
- Authorizing a three-year agreement with LEFTA Systems for access to their hosted SHIELD Internal Affairs and Training software platform.
(Michael Zurlo, County Sheriff)
BUDGET IMPACT: None. Funds for this agreement are included in the 2022 Tentative budget.
- Authorizing acceptance of a New York State Supervision and Treatment Services for Juveniles Program (STSJP) Grant and authorizing provider contracts through December 31, 2022.
(Steven Bayle, Probation Director)
BUDGET IMPACT: None. 100% State Aid.
- Authorizing a major contract with CBM Fabrications.
(Ed Tremblay, Fire Coordinator)
BUDGET IMPACT: None. Funds for this agreement are available in the 2021 budget.

HUMAN RESOURCES & INSURANCE

- Authorizing a 5-year agreement with Catalog & Commerce for a digital and automated system to handle the processing of Civil Service job applications.
(Scot Chamberlain, Human Resources Director)
BUDGET IMPACT: None. Funds for this agreement are included in the 2022 Tentative budget.
- Authorizing an agreement with Goldberg Segalla LLP to complete professional legal services in comprehensive labor relations currently in progress.
(Scot Chamberlain, Human Resources Director)
BUDGET IMPACT: None. Funds for this agreement are included in the 2022 Tentative budget.

TRAILS & OPEN SPACE

- Authorizing the Chairman of the Board of Supervisors to sign a memorandum of agreement between Saratoga County, Open Space Institute, and Saratoga PLAN for the Community Forest Project.
(Jason Kemper, Director of Planning)
BUDGET IMPACT: None.

ECONOMIC DEVELOPMENT

- Approving the issuance of certain obligations by the Michigan Finance Authority to finance certain projects located in Saratoga County for Saint Peter's Health Partners and affiliates as required by section 147(f) of the internal revenue code of 1986.
(Steve Bulger, County Administrator)
BUDGET IMPACT: None.
- Designating the Saratoga County Chamber of Commerce as the County's Tourism Promotion Agency (TPA) and authorizing the Saratoga County Chamber of Commerce to apply for an "I Love NY" Grant for 2022.
(Steve Bulger, County Administrator)
BUDGET IMPACT: None. Funds are allocated in the 2022 Tentative budget
- Authorizing the issuance of a third quarter 2021 payment to the Saratoga County Prosperity Partnership, Inc. For economic development services.
(Steve Bulger, County Administrator)
BUDGET IMPACT: None. Funds are allocated in the 2021 budget.

PUBLIC WORKS

- Authorizing the implementation, and funding in the first instance 100% of the Federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation Federal-aid project, and appropriating funds for the Design, ROW incidentals and Acquisition work for the replacement of the Lasher Road Bridge over the Mourning Kill, Town of Ballston in the amount of \$139,419.
(Chad Cooke, Public Works Commissioner)
BUDGET IMPACT: The County's 5% share totaling \$1,271 will require an appropriation from fund balance.
- Authorizing a Consultant Agreement with Greenman Pedersen, Inc. for the Design and ROW incidental services related to the replacement of the Lasher Road Bridge over the Mourning Kill, Town of Ballston, in the amount of \$137,120.
(Chad Cooke, Public Works Commissioner)
BUDGET IMPACT: None.

RACING & GAMING

- Opposing Proposed Amendments to Tax Law to End Racing Subsidies.
(Steve Bulger, County Administrator)
BUDGET IMPACT: None.

VETERANS' AFFAIRS

- Amending Resolution 107-2021 to authorize the transfer of un-allocated 2021 Veterans Grant funding into the Saratoga County Veterans Trust and Agency Fund.
(Frank McClement, Director of Veterans' Service Agency)
BUDGET IMPACT: None. This resolution with authorize an appropriation of unspent Veteran's Program funds at the close of fiscal year to the Saratoga County Veteran's Trust and Agency Fund.

LAW & FINANCE

- Authorizing an amendment to the agreement with DiRad Technologies, Inc. for inbound and outbound call services to assist Public Health Services with COVID-19 vaccine distribution.
(Daniel Kuhles, Commissioner of Health)
BUDGET IMPACT: None. Costs associated with this contract will be covered by a Health Research, Inc. grant.
- Authorizing an agreement with The Nurse Connection Staffing Inc. for temporary RN's and LPN's for continued administration and distribution of COVID-19 vaccinations.
(Daniel Kuhles, Commissioner of Health)
BUDGET IMPACT: None. Costs associated with this contract will be covered by a Health Research, Inc. grant.
- Authorizing acceptance of a grant from the New York State Board of Elections for Technology Innovation and Election Resources (TIER).
(Roger Schiera, William Fruci, Commissioners of Elections)
BUDGET IMPACT: None. 100% State Aid
- Authorizing the acceptance of a grant from the New York State Board of Elections for Early Voting Expansion.
(Roger Schiera, William Fruci, Commissioners of Elections)
BUDGET IMPACT: None. 100% State Aid.
- Authorizing a renewal agreement with NTS Data Services Inc. for the maintenance and support of the Board of Elections voter database software.
(Roger Schiera, William Fruci, Commissioners of Elections)
BUDGET IMPACT: None. Funds for this agreement are included in the 2022 Tentative Budget.

- Approving the purchase of 523 South Main Street, Mechanicville NY by the Saratoga County Sewer District #1.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: None. Funds for this agreement are available in the 2021 budget.
 - Authorizing an agreement with Precision Trenchless LLC for work associated with pipe rehabilitation work in the Town of Stillwater.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: None. Funds for this agreement are available in the 2021 budget.
 - Authorizing an agreement with Delaware Engineering DPC for design services related to pipe rehabilitation work and a pump station upgrade in the Town of Halfmoon.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: None. Funds for this agreement are available in the 2021 budget.
 - Establish January 5, 2022, at 4pm in the Board of Supervisors' Chambers as the date, time and place of the 2022 Organizational Meeting of the Board of Supervisors.
(Steve Bulger, County Administrator)
BUDGET IMPACT: None.
 - Introduce Resolution to approve Levy Amounts Payable to County Treasurer and Town Supervisors.
(Steve Bulger, County Administrator)
BUDGET IMPACT: None.
-
- Amending the 2022 Tentative Budget.
(Steve Bulger, County Administrator)
 - Adopting the 2022-2026 Saratoga County Capital Plan.
(Steve Bulger, County Administrator)
 - Authorizing 2022 agreements with various agencies.
(Steve Bulger, County Administrator)
BUDGET IMPACT: None. Funds for these agreements are included in the 2022 Tentative budget.
 - Adopting the 2022 Saratoga County Compensation Schedule and providing for the abolition and creation of certain positions.
(Steve Bulger, County Administrator)
 - Setting 2022 Salaries for Certain Temporary and Part-Time Employees to include an increase for a 2% COLA.
(Steve Bulger, County Administrator)
 - Setting 2022 Salaries for Management and Confidential Employees to include an increase for a 2% COLA.
(Steve Bulger, County Administrator)

- Introducing a local law to amend the 2022 County Compensation Schedule to provide salary increases and cost-of-living increases for certain County Officials and setting a date for a public hearing thereon.
(Steve Bulger, County Administrator)

- *These agenda items will be voted upon at the special Board meeting scheduled for 4:45pm on December 8, 2021.*

Other Business

- **Setting agenda for Board Meeting scheduled for December 15, 2021**

Adjourn

The public will have an opportunity to hear the meeting live via an audio signal using this call-in number and access code:
Dial: 1-978-990-5145
Access Code: 1840389



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Public Health Services

DATE: 11/29/21

RE: Renewal agreement with DiRAD Technologies, Inc.

COMMITTEE: Health & ~~Human~~ Services / Law & Finance
Human

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)
Funds are included in the 2022 tentative budget.
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:
Authorizing a renewal agreement with DiRAD Technologies to continue providing inbound and outbound call services to assist Public Health Services with ongoing COVID-19 vaccine distribution for the 2022 calendar year.
5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term: Jan 1, 2022 until Dec 31, 2022
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization: NY
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- a. What were the terms of the prior resolution
 - b. Are the terms changing:
 - c. What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- a. Effective date
 - b. Salary and grade
8. Is a new employee being hired: YES or NO
- a. Effective date of employment
 - b. Salary and grade
 - c. Appointed position:
 - d. Term:
9. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Amount of grant:
 - c. Purpose grant will be used for:
 - d. Equipment and/or services being purchased with the grant:
 - e. Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
Marked up resolution, DiRAD Call statistics for Nov 2021, and Exec. Order #11 included in the attachment

~~4/20/21~~



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~121 - 2021~~

Introduced by Supervisors ~~Gaston, Barrett, Connolly, Grasso, Lant, O'Connor and Wood~~ *O'Connor, Barrett, Connolly, Grasso, Lant, Winney, Wood*

121-2021
AMENDING RESOLUTION ~~103-2021~~, AND AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH DIRAD TECHNOLOGIES, INC. FOR INBOUND AND OUTBOUND CALL SERVICES TO ASSIST PUBLIC HEALTH SERVICES WITH COVID-19 VACCINE DISTRIBUTION

WHEREAS, pursuant to Resolution ~~103~~ *121*-2021, this Board authorized an agreement with DiRad Technologies, Inc. ("DiRad") for the provision of inbound and outbound calling services to assist Saratoga County Public Health Services with COVID-19 vaccine distribution at a cost not to exceed \$50,000; and

WHEREAS, due to a substantial increase in calls made by DiRad registering County residents from the interest list and scheduling appointments for the COVID-19 vaccine, and New York State opening up eligibility to receive the vaccine to those individuals who are 16 years of age and older, resulting in an expectation that the number of calls being handled by DiRad will increase; and **Booster's now eligible for large portion of population.*

WHEREAS, the cost of services performed by DiRad is likely to exceeded the \$50,000 contract limit within the month of April; and

WHEREAS, our Health and Human Services Committee and the Commissioner of Public Health Services have recommended that an amendment to the agreement with DiRad Technologies, Inc. be authorized eliminating the \$50,000 not to exceed limit and establishing an expiration date for the contract of December 31, 2021; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an amendment to the agreement with DiRad Technologies, Inc. of Clifton Park, New York for the provision of inbound and outbound calling services to assist Saratoga County Public Health Services with COVID-19 vaccine distribution for the period effective at the signing of the amendment and expiring December 31, ~~2021~~; and, be it further

2022 RESOLVED, that Resolution ~~103-2021~~ *121-2021* is hereby amended accordingly; and, be it further

RESOLVED, that the form and content of such amendment shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. ~~Funds for this service have been allocated in the 2021 budget.~~ *Funds for the agreement are included in the 2022 Tentative Budget*

Date	Call Volume	Calls Handled	Average Talk Time (ATT - Minutes)	AWT (Average Wait Time in queue before routed to agent - in seconds)
11/1/2021	79	77	8:40	0:31
11/2/2021	36	36	6:30	0:13
11/3/2021	65	65	7:01	0:11
11/4/2021	71	70	6:08	0:25
11/5/2021	78	76	5:49	0:35
11/6/2021	26	26	10:52	0:31
11/7/2021	9	9	14:05	0:22
11/8/2021	229	207	4:06	1:58
11/9/2021	112	93	7:23	0:38
11/10/2021	62	54	7:03	0:14
11/11/2021	24	22	5:29	0:14
11/12/2021	41	41	7:02	0:30
11/13/2021	16	16	10:34	0:21
11/14/2021	3	3	4:41	1:00
11/15/2021	78	75	7:57	0:24
11/16/2021	111	102	7:05	1:02
11/17/2021	288	193	7:46	4:35
11/18/2021	125	110	7:08	2:31
11/19/2021	45	44	5:20	0:18
11/20/2021	25	23	7:58	0:15
11/21/2021	5	5	3:07	0:26
11/22/2021	84	81	5:11	0:17
11/23/2021	36	35	0:35	4:41
11/24/2021	30	28	7:20	0:22
11/25/2021 (HOLIDAY)				
11/26/2021	42	39	7:53	0:50
11/27/2021	13	12	11:12	0:20
11/28/2021	4	4	8:48	5:17
11/29/2021				
11/30/2021				
Monthly Total	1737	1546	7:08	1:04

IV. Specific Rules for Expenditures

- A. Appropriations: Expenditures and contracts for expenditures are limited by the appropriation unit total (Personal Services, Equipment, Contractual Expenses, etc.) – not by the individual expense line. Any material negative balance in an individual expense line should be anticipated and addressed by the Department Head. Equipment purchases will be limited to specific requests approved in the annual budget; provided, however, that the County Administrator shall have the authority to freeze specific purchases.
- B. Personal Service: Expenditures for personal services will be made from “Personal Services” appropriations in accordance with personnel procedures and the Compensation Plan or from “Contractual Expense” appropriations, under contracts authorized in accordance with this Chapter.
- C. Expenditures not requiring a contract or purchase order:
1. Necessary expenditures for commodities of less than the limit set in the Purchasing Procedures (Chapter 2, Sec. C). This limit applies to the total cost of any items purchased from a single vendor on the same day. The County Auditor may reject vouchers for expenditures over the limit that (s)he deems inappropriate, unless such purchases have been approved by the County Administrator;
 2. Specific expenditures directed, not merely authorized by resolution of the Board of Supervisors. Such direction will be given only when the Board has determined that the County has already received value or that the value to be received need not be contractually specified;
 3. Travel expenses incurred in accordance with the County’s Travel and Discretionary Funds Policy (Chapter 4, Section V);
 4. Payments to other Saratoga County departments;
 5. Expenditures for repair of equipment, including labor and/or parts, when such repair is of an immediate nature and the collection of quotes could impair department operations. Repair parts must be ordered within 3 business days of equipment failure. This exception does not apply to the routine maintenance of equipment, for which a contract is required;

Chapter 2
Section H
Page 4
Opr: Co. Adm
Date 9/20/94
Res: 60 of '94
Last Revised: 11/17/2020
Res: 239-2020

6. Expenditures mandated by federal or state law or regulation, or directed by an Order of a Court;
 7. Expenditures by an elected or appointed official having specific legal authority for such expenditures. These expenditures shall be made at rates set by law, Board Resolution or those customary for such services as determined by the County Auditor;
 8. Postage, books, utilities, subscriptions, dues, and conference fees;
 9. Reimbursement of the following employee expenses for full-time employees: attorney registration fees, the New York State portion of notary public fees for notaries public, and engineering license fees for Public Works and Sewer District employees;
 10. Litigation settlements and insurance deductibles;
 11. Emergency expenditures for veterinary services for members of the K-9 Unit of the Sheriff's Department;
 12. Expenditures to acquire title insurance for acquisitions of real property by the County, to include title and tax searches;
 13. Other expenditures which, in the opinion of the County Administrator, do not lend themselves to formal contracting procedures.
- D. Other Expenditures – All other expenditures will be made pursuant to a contract or purchase order executed in accordance herewith.

V. Procedures for Contracts

- A. Guidelines – County purchases of materials, equipment and personal services will be awarded pursuant to Chapter 2, Section C, Purchasing Procedures. However, contracts for professional services will be awarded to those providers best able to render the desired services and need not be the lowest offeror.
- B. Competitive Bidding – shall be required for any proposed expenditures enumerated in General Municipal Law Section 103, as it may be amended from time to time.



State of New York

Executive Chamber

No. 11

EXECUTIVE ORDER

Declaring a Disaster Emergency in the State of New York

WHEREAS, the COVID-19 global pandemic has been declared a Public Health Emergency of International Concern by the World Health Organization since early 2020;

WHEREAS, the United States Health and Human Services Secretary declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19 on January 31, 2020;

WHEREAS, New York is now experiencing COVID-19 transmission at rates the State has not seen since April 2020;

WHEREAS, the rate of new COVID-19 hospital admissions has been increasing over the past month to over 300 new admissions a day;

WHEREAS, the state must pursue a coordinated approach to ensure hospital capacity statewide is able to meet regional needs;

WHEREAS, the State government must support the municipalities and counties in their efforts to facilitate and administer vaccinations and tests for COVID-19, and to prevent the virus from continuing to spread at such rates;

NOW, THEREFORE, I, Kathy Hochul, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and the Laws of the State of New York, hereby find, pursuant to Section 28 of Article 2-B of the Executive Law, that a disaster has occurred in New York State, for which the affected local governments are unable to respond adequately, and I do hereby declare a State disaster emergency for the entire State of New York through January 15, 2022; and

IN ADDITION, this declaration satisfies the requirements of Part 360 of the New York State Codes, Rules and Regulations to allow the state to utilize the Surge and Flex system, which may include, but is not limited to, postponement of non-essential elective procedures.

FURTHER, pursuant to Section 29 of Article 2-B of the Executive Law, I direct the implementation of the State Comprehensive Emergency Management Plan and authorize all necessary State agencies to take appropriate action to assist local governments and individuals in containing, preparing for, responding to and recovering from this state disaster emergency, to protect state and local property, and to provide such other assistance as is necessary to protect public health, welfare, and safety.

IN ADDITION, by virtue of the authority vested in me by Section 29-a of Article 2-B of the Executive Law to temporarily suspend or modify any statute, local law, ordinance, order, rule, or regulation, or parts thereof, of any agency during a State disaster emergency, if compliance with such statute, local law, ordinance, order, rule, or regulation would prevent, hinder, or delay action necessary to cope with the disaster emergency or if necessary to assist or aid in coping with such disaster, I hereby temporarily suspend or modify, for the period from the date of this Executive Order through December 26, 2021 the following:

- Section 112 of the State Finance Law to the extent necessary to add additional work, sites, funding, and time to State contracts or to award contracts, including but not limited to contracts or leases for relocation and support of State operations under Section 3 of the Public Buildings Law; or contracts under Section 9 of the Public Buildings Law; or contracts for professional services under Section 136-a of the State Finance Law; or contracts for purchases of commodities, services, and technology through any federal GSA schedules, federal 1122 programs, or other state, regional, local, multi-jurisdictional, or cooperative contract vehicles;
- Section 163 of the State Finance Law and Article 4-C of the Economic Development Law, to the extent necessary to allow the purchase of necessary commodities, services, technology, and materials without following the standard notice and procurement processes;
- Section 97-G of the State Finance Law, to the extent necessary to purchase food, supplies, services, and equipment or furnish or provide various centralized services to assist affected local governments, individuals, and other non-State entities in responding to and recovering from the disaster emergency.



GIVEN under my hand and the Privy Seal of the
State in the City of Albany this
twenty-sixth day of November in the
year two thousand twenty-one

BY THE GOVERNOR

A handwritten signature in black ink, appearing to be "W. P. L.", written over a horizontal line.

Secretary to the Governor

A handwritten signature in black ink, reading "Kathy Hochul".



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Public Health Services

DATE: 11/30/2021

RE: Major contract with The Nurse Connection Staffing, Inc.

COMMITTEE: Health & Human Services/Law & Finance

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)

4. Specific details on what the resolution will authorize:

Authorizing a resolution with the Nurse Connection Staffing, Inc. to convert their minor contract to a major contract not to exceed \$75,000. It is anticipated that they will exhaust the terms of their minor contract in December 2021. The agency provides temporary RN's and LPN's on as needed basis. Their services are needed for assistance with the continued administration of COVID-19 vaccine distribution through Points of Distribution operated by Saratoga County Public Health Services.

5. Does this item require hiring a Vendors/Contractors: YES or NO

- a. Were bids/proposals solicited:
- b. Is the vendor/contractor a sole source:
- c. Commencement date of contract term:
- d. Termination of contract date:
- e. Contract renewal and term:
- f. Contact information:
- g. Is the vendor/contractor an LLS, PLLC or partnership:
- h. State of vendor/contractor organization:
- i. Is this a renewal agreement: YES or NO
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)

- a. What were the terms of the prior resolution
- b. Are the terms changing:
- c. What is the reason for the change in terms:

7. Is a new position being created: YES or NO

- a. Effective date
- b. Salary and grade

8. Is a new employee being hired: YES or NO

- a. Effective date of employment
- b. Salary and grade
- c. Appointed position:
- d. Term:

9. Is a grant being accepted: YES or NO

- a. Source of grant funding:
- b. Amount of grant:
- c. Purpose grant will be used for:
- d. Equipment and/or services being purchased with the grant:
- e. Time period grant covers:

10. Remarks/Reasoning (Supporting documentation must be attached to this form):

As vaccine distribution increases across all ages and boosters are available, additional assistance is required for vaccine distribution and to also provide respite to Public Health staff. Their services will be reimbursed under an HRI grant and funds are included in both the 2021 and 2022 budget.

Minor Contract
Amendment to Rates effective 8/15/21
Exec. Order #11



SUPPLEMENTAL STAFFING AGREEMENT

This SUPPLEMENTAL STAFFING AGREEMENT (the "Agreement"), made as of the 24th day of March, 2021, is

BY AND BETWEEN

Saratoga County on behalf of Saratoga County Public Health Services, with an address at 40 McMaster Street, Ballston Spa, NY 12020, hereinafter referred to as the "CLIENT."

AND

The Nurse Connection Staffing, Inc., a New York business corporation, with an address at 1 Computer Drive South, Albany, New York 12205, hereinafter referred to as the "AGENCY."

WHEREAS, the AGENCY provides temporary RN, LPN, and CNA supplemental staffing services (the "Supplemental Staffing Services"); and

WHEREAS, the CLIENT desires to engage the AGENCY to provide Supplemental Staffing Services at the CLIENT's facility on an as-needed basis; and

WHEREAS, on March 7, 2020, a state of emergency was declared in New York State and Saratoga County due to the COVID-19 Pandemic; and

WHEREAS, Saratoga County Public Health Services is in need of assistance to administer COVID-19 vaccine distribution, through Points of Distribution operated by Saratoga County Public Health Services; and

WHEREAS, a REQUEST FOR MINOR CONTRACT, a copy of which is attached, has been approved by the Saratoga County Administrator; and

NOW THEREFORE, for and in consideration of all the foregoing promises and mutual covenants and stipulations hereinafter set forth, the CLIENT and AGENCY hereby agree as follows:



TERMS AND CONDITIONS

A. Engagement

1. The CLIENT hereby engages the AGENCY for the provision of Supplemental Staffing Services on an as-needed basis. The CLIENT acknowledges and agrees that this is not a “requirements” contract and that the AGENCY may not always be able to meet the CLIENT’s needs for Supplemental Staffing Services.
2. This engagement is non-exclusive and each party acknowledges and agrees that the other party may contract with third-parties for like or similar services.

B. Period of Agreement

1. This Agreement shall take effect on March 25, 2021 and shall continue in full force and effect, subject to the terms and conditions hereof, until either party terminates this Agreement and the total amount paid pursuant to this agreement shall not exceed the sum of \$15,000.
2. This Agreement may be terminated by either party, without cause, by giving the other party at least thirty (30) days prior written notice of termination.
3. This Agreement may be terminated by AGENCY by giving the CLIENT seven (7) days prior written notice of termination in the event CLIENT fails to pay any AGENCY invoice within thirty (30) days of the invoice date.

C. Compensation

1. CLIENT hereby agrees to pay AGENCY for Supplemental Staffing Services provided to CLIENT by AGENCY in accordance with this Agreement at the rates set forth in the “Fee Schedule” attached hereto and made a part hereof as Exhibit A, as same may be revised from time to time in accordance with this Agreement.
2. CLIENT shall pay AGENCY for overtime for supplemental staffing personnel working at CLIENT’S facility in excess of forty (40) hours per week at one and one-half (1.5) times the current hourly Fee Schedule rates for such personnel. CLIENT acknowledges that AGENCY’s work week for calculating employee overtime starts on Sunday with the shift beginning that Sunday on or about 7 am and ends on Saturday at the conclusion of the shift beginning that Saturday on or about 11 pm (the “Overtime Period”) and CLIENT agrees that overtime rates to be charged to CLIENT by AGENCY will be based on the Overtime Period.



3. CLIENT shall pay AGENCY for holiday shifts worked by supplemental staffing personnel at one and one-half (1.5) times the current hourly Fee Schedule rates for such personnel. Holiday shifts are those shifts commencing on or about 11pm the night before until 11pm the night of the holiday. On Christmas Eve and New Year's Eve holiday pay will begin at 3pm. Holiday shift rates will be paid for the holidays listed in the Fee Schedule.
4. AGENCY reserves the exclusive right to revise the Fee Schedule rates upon thirty (30) days prior written notice to CLIENT. Such notice shall set forth the effective date of the change in rates (the "Effective Date"). The CLIENT acknowledges and agrees that the CLIENT's signature is not required to make the revised rates effective and that the revised rates become effective and binding on the CLIENT on the Effective Date.
5. AGENCY shall not bill CLIENT for two (2) hours of orientation at CLIENT's facility. AGENCY will bill CLIENT for any time spent by supplemental staffing personnel for orientation exceeding two (2) hours at the current applicable Fee Schedule rate for such personnel.
6. All scheduled eight (8) hour shift assignments will be paid at seven and one-half (7.5) hours. All supplemental staffing personnel assigned to CLIENT for an eight (8) hour shift assignment will be allotted an one-half (.5) hour uninterrupted meal break. Notwithstanding the foregoing, if applicable federal or state law mandates an uninterrupted meal break period for shift assignments of less than eight (8) hours, supplemental staffing personnel assigned for such shifts will be allotted an one-half (0.5) hour uninterrupted meal break. CLIENT's indemnification obligations to AGENCY under this Agreement shall apply to any and all claims that may arise, including, but not limited to, wage claims of any kind, in the event that CLIENT fails to provide supplemental staffing personnel the allotted one-half (.5) hour uninterrupted meal break.
7. If CLIENT cancels a request for Supplemental Staffing Services with less than two (2) hours prior to the start of the applicable shift, CLIENT agrees to pay AGENCY for two (2) hours at the rate applicable to the cancelled shift.
8. CLIENT agrees to have CLIENT staff sign AGENCY's timesheets for AGENCY personnel assignments at CLIENT's facility for AGENCY's payroll functions, notwithstanding that the CLIENT may use time clocks at its facility.
 - a. If the CLIENT uses time clocks at its facility, CLIENT will provide AGENCY with copies of all CLIENT time clock policies in order for AGENCY to instruct



AGENCY personnel on the use of CLIENT's time clock system. AGENCY will direct its personnel to use the CLIENT's time clock system to clock in and clock out of assigned shifts at the CLIENT's facility. So long as CLIENT provides AGENCY with CLIENT's time clock records for AGENCY personnel assignments on a weekly and timely basis, subject to Sections C.7. and C.8. above, AGENCY agrees to invoice CLIENT based on CLIENT's time clock records for each assigned shift where the weekly time clock record reflects that AGENCY personnel clocked in at the start of the assigned shift and clocked out at the end of the assigned shift. Time clock records will be considered timely submitted if received by AGENCY within three business days following the end of the week for which the time clock records pertain. In the event that a weekly time clock record indicates that AGENCY personnel failed to clock in or clock out of an assigned shift at CLIENT's facility, CLIENT will allow AGENCY staff to correct such failure within two weeks of the AGENCY's receipt of the time clock record indicating such failure and CLIENT agrees to pay for each shift assignment which has been timely corrected. For each week that time clock records are not timely submitted to AGENCY, AGENCY will invoice CLIENT based on AGENCY's weekly timesheets and CLIENT agrees to pay AGENCY based on such weekly timesheets.

- b. If CLIENT does not utilize time clocks, AGENCY will invoice CLIENT based on AGENCY's weekly timesheets and CLIENT agrees to pay AGENCY based on such weekly timesheets.
9. AGENCY will invoice the CLIENT on a weekly basis for Supplemental Staffing Services (subject to AGENCY's right to remedy time clock failures as set forth in Section C.9.a., above). Payment shall be made by CLIENT within thirty (30) days of the invoice date. If invoices are not paid within forty-five (45) days of the invoice date, AGENCY, in addition to any other rights the AGENCY may have under this Agreement, may immediately, in AGENCY's sole and absolute discretion without notice to CLIENT, interrupt, restrict, limit, withhold and/or suspend the provision of supplemental staffing personnel and/or any Supplemental Staffing Services to CLIENT. Upon such interruption, restriction, limitation, withhold and/or suspension of personnel and/or Supplemental Staffing Services, AGENCY shall have no liability whatsoever to CLIENT, including, but not limited to, liability for delay or damage caused by such interruption, restriction, limitation, withhold and/or suspension.



D. Obligations of AGENCY

1. AGENCY shall ensure that supplemental staffing personnel assigned to CLIENT are appropriately trained and are appropriately licensed or certified, as the case may be, in New York to perform the Supplemental Staffing Services assigned.
2. AGENCY shall ensure that supplemental staffing personnel meet the requirements of the New York State Department of Health found at 10 NYCRR 416.26(c)(1)(v)(a) and (b), as amended, or any regulation in substitution or replacement thereof including, but not limited to, documentation of physical examinations, immunization against rubella, immunization against measles (when applicable), and PPD or FDA approved blood assay for detection of tuberculosis. In addition, when required, supplemental staffing personnel will be immunized against influenza or be required to wear a mask in accordance with CLIENT's policies and procedures. Such documentation will be made available to CLIENT upon CLIENT's request.
3. AGENCY will ensure that all certified nurse aides, to be assigned to the CLIENT's facility, will complete the four (4) required Criminal History Record Check ("CHRC") forms and AGENCY will provide to CLIENT said completed forms for CLIENT to process through the New York State Department of Health. In the event a certified nurse aide requires a Live Scan, the AGENCY will schedule and pay for said scan. CLIENT is required to provide AGENCY with "Request for Live Scan" form.
4. AGENCY shall not assign any supplemental staffing personnel to the CLIENT who have: (1) had their license or certification to practice their profession suspended or revoked; (2) been found guilty of abusing, neglecting or mistreating individuals by a court of law; (3) had a finding entered in the New York State Nurse Aide Registry concerning abuse, neglect or mistreatment of residents or misappropriation of their property; (4) been excluded or otherwise debarred from either Medicare or Medicaid program; or (5) been convicted of a criminal offense relating to health care, including conviction for a criminal offense related to delivery of any item or service under Medicare or a state health care program, conviction for a criminal offense for neglect or abuse of residents in connection with the delivery of a health care item or service, conviction for an offense relating to health care fraud or conviction for offense relating to obstruction of an investigation of a criminal offense relating to delivery of an item or service under Medicare or a state health care program.



5. AGENCY shall maintain a personnel file for all supplemental staffing personnel assigned to the CLIENT. These records shall be made available for inspection by applicable State and Federal agencies and shall be stored in the AGENCY's office. Copies or such personnel records shall be made available to the CLIENT upon request.
6. AGENCY is the employer of all supplemental staffing personnel assigned to the CLIENT. AGENCY shall have sole responsibility for payment of wages, benefits, worker's compensation, social security, unemployment, disability, and other insurance requirements and obligations required by employers and for the collection and payment of all taxes, federal, state, municipal, social security, disability and payroll taxes for the personnel assigned to CLIENT.
7. AGENCY shall at all times carry and maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, and professional liability insurance with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate. Certificates of insurance shall be provided to CLIENT upon request.
8. AGENCY shall remove any supplemental staffing personnel at CLIENT's request. At the request of CLIENT, the AGENCY shall replace, to the extent appropriate replacement personnel is/are available, any supplemental staffing personnel removed from the CLIENT's facility with another staff member capable of performing the assigned duties of the removed staff member.
9. AGENCY shall comply with all Federal and New York State laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") regarding confidentiality of health care information. AGENCY agrees to enter into a Business Associate Agreement with CLIENT in form and substance mutually agreed to by the parties.

E. Obligations of CLIENT

1. CLIENT shall notify AGENCY of any staffing requirements and any pertinent information that will assist AGENCY in supplying supplemental staffing personnel for requested assignments.
2. CLIENT shall have the sole responsibility to (i) determine the scope and duration



of supplemental staffing personnel activities on each assignment; (ii) develop and revise, when needed, a plan of care for each patient in accordance with applicable federal, state and local law and regulations (a "Plan of Care"); (iii) ensure AGENCY personnel adherence to the Plan of Care established for a patient; and (iv) provide orientation to AGENCY personnel with regard to the CLIENT's policies and procedures, including its documentation requirements.

3. CLIENT shall make all payments to AGENCY in accordance with, and subject to, the terms, conditions and requirements set forth in Section C of this Agreement.
4. CLIENT shall at all times carry and maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. CLIENT shall arrange to provide certificates of insurance evidencing such coverages to AGENCY upon AGENCY's request.
5. CLIENT shall notify AGENCY within two (2) business days of any incident and/or complaint against any AGENCY supplemental staffing personnel regarding services rendered by such supplemental staffing personnel. Failure of CLIENT to provide such notice to AGENCY shall release AGENCY from any and all liability, damage or costs (including indemnity obligations) resulting from the alleged incident or complaint. Upon receipt of such notice from CLIENT, AGENCY shall document all reported incidents, including, but not limited to, complaints, misunderstanding, errors, and any other events related to the care and services provided by such supplemental staffing personnel.
6. CLIENT shall not solicit, offer employment to, or hire any of the supplemental staffing personnel supplied by AGENCY to CLIENT for the period of sixty (60) days subsequent to the last shift worked by the particular supplemental staffing personnel at the CLIENT's facility. In the event that the CLIENT violates the terms of this provision, the CLIENT agrees to pay the AGENCY, as liquidated damages and not as a penalty, an amount equal to fifteen percent (15%) of each such supplemental staffing personnel's annualized billing rate based on 2,080 hours to be paid prior to such supplemental staffing personnel's start date with CLIENT. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances, including, but not limited to, the costs incurred by AGENCY to recruit, train and retain its supplemental staffing personnel. This provision shall survive the termination of this Agreement.



F. Compliance

1. **Non-Discrimination.** In performing its obligations pursuant to this Agreement, AGENCY shall ensure that assigned supplemental staffing personnel will not discriminate against residents/patients of the CLIENT on the basis of race, creed, color, national origin, gender, disability, blindness, age, source of payment, sponsorship, marital status or sexual preference or any other basis proscribed by law.
2. **Laws and Regulations.** Each party agrees to comply with the provisions of any and all Federal, State and Local laws and regulations applicable to the operation of its business.
3. **Responsibility.** Notwithstanding any other provision in this Agreement, CLIENT remains responsible for ensuring that any service provided pursuant to this Agreement shall comply with all pertinent provisions of federal, state and local statutes, rules and regulations. CLIENT retains professional and administrative responsibility for obtaining services that meet professional standards and principles that apply to the provision of services in the facility. To assist in this regard, and in addition to the training to AGENCY personnel provided by AGENCY, CLIENT shall permit all AGENCY personnel assigned to CLIENT to participate in any in-service training opportunities provided by CLIENT.
4. **Books and Records.** To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, AGENCY will make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If AGENCY carries out the duties of the Agreement through a subcontract worth \$10,000 or more over a 12 month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
5. **Exclusions and Adverse Actions.** Each party hereby represents, warrants and covenants to the other that neither it nor any of its officers, directors, members, managers employees and/or agents are currently under investigation for any violation of the various provisions or laws governing Medicare, Medicaid, any federally funded health care benefit program and/or any private health care benefit



program which could lead to exclusion from such programs; and neither it nor any of its officers, directors, members, managers, employees and/or agents has ever (1) been convicted of (i) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit programs or any federally funded program, (ii) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, (iii) fraud, theft embezzlement, or other financial misconduct in connection with the delivery of a health care item or service, (iv) obstructing an investigation or any crime referred to above, or (v) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; or (2) been required to pay civil monetary penalty regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state, federal, or private health care benefit program; or (3) been excluded from participation in Medicare, Medicaid, any private health care benefit program or any other federally funded program.

G. Independent Contractors

1. The relationship between the parties shall at all time be that of independent contractors. No provision of this Agreement is intended to, or shall be construed to, render one party an employee, servant, partner of, or joint venturer with, the other.

H. Indemnification

1. CLIENT agrees to indemnify, defend and hold harmless AGENCY, its officers, directors, agents and employees from and against any and all claims, losses, damages, costs or expenses of any kind (including attorney's fees and disbursements) to the limits of CLIENT's insurance coverage set forth in this Agreement ("Indemnified Amounts") incurred by AGENCY, its officers, directors, agents and employees arising out of, or relating to CLIENT's breach of its obligations under this Agreement; except to the extent such Indemnified Amounts are due to the negligence or misconduct of AGENCY, its officers, directors, agents and employees.
2. AGENCY agrees to indemnify, defend and hold harmless CLIENT, including, as applicable, its members, managers, employees, agents and stockholders from and against all claims, damages, causes of action, penalties, judgements, losses and costs or expenses of any kind (including attorney's fees and disbursements) to the limits of AGENCY's insurance coverage set forth in this Agreement ("Indemnified



Amounts”) incurred by CLIENT whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly by or as a result of the acts or omissions of AGENCY and/or its employees or agents and/or AGENCY’s breach of this Agreement except to the extent such Indemnified Amounts are due to the negligence or misconduct of CLIENT, including, as applicable, its members, managers, employees, agents and stockholders.

3. In the event indemnification is accepted by either party, the party providing indemnity shall have the right to select counsel, and no party shall pay or settle any claim or action subject to indemnity hereunder, without the prior written consent of the other party.
4. The indemnification provided under this Section H shall be limited to the extent of the indemnitor’s insurance coverage.
5. The indemnification provided under this Section H shall survive the termination of this Agreement.

I. Miscellaneous

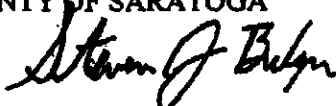
1. **Amendment.** Except as otherwise expressly set forth herein, including, but not limited to, any changes to the Fee Schedule contemplated hereunder, all amendments to this Agreement must be in writing and signed by the parties to this Agreement.
2. **Assignment.** The rights and obligations of the parties hereunder may not be assigned or delegated without the prior written consent of the other party. Notwithstanding the foregoing, all covenants, conditions, and obligations contained herein shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
3. **Headings.** The section headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement.
4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one document.
5. **Waivers.** The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision of the right of such party thereafter



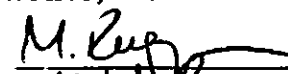
to enforce each and every provision of this Agreement.

6. **Notices.** Except as otherwise expressly authorized herein, all notices, requests, demands and other communications under or in connection with this Agreement shall be given in writing by certified mail return receipt requested and shall be deemed received by the other party three days after mailing. All notices shall be mailed to the parties at the addresses listed above (or to such other address as either party shall designate by notice in accordance with the provisions of this section).
7. **Severability.** The provisions of this Agreement shall be severable, and if any provisions shall be prohibited by law, or invalid, or unenforceable, in whole or in part for any reason, the remaining provisions shall remain in full force and effect.
8. **Authorization.** Each party acknowledges that the execution of this Agreement and all other documents of even date have been duly authorized.
9. **Entire Agreement.** It is understood that this Agreement constitutes the entire agreement between CLIENT and AGENCY and supersedes all prior writings and/or understandings between the parties relating to the same subject matter hereto.
10. **Governing Law and Venue.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of New York without regard to its conflicts of law provisions. Any and all actions arising out of or related to this Agreement shall be brought in, and the parties agree to the exclusive jurisdiction of the New York State Supreme Court, Albany County, New York.

COUNTY OF SARATOGA

By: 
Name: Steven J. Bulger
Title: County Administrator
Per Resolution #204-2015

THE NURSE CONNECTION
STAFFING, INC.

By: 
Name: Michael Ruggiero
Title: Director of Quality
Federal EIN: 141832998

SARATOGA COUNTY
Business Associate Agreement

THIS AGREEMENT (the "Agreement") is between The County of Saratoga, acting by and through its Saratoga County Public Health Services (hereinafter "COVERED ENTITY"), and _____ (hereinafter "BUSINESS ASSOCIATE") entered into on _____, 2021.

WHEREAS, COVERED ENTITY is required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996, or "HIPAA" (Pub. L. No. 104-191) and regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, as may be amended; and

WHEREAS, BUSINESS ASSOCIATE provides services to COVERED ENTITY and, as a result thereof, has access to certain Protected Health Information (as defined herein) created or received by or on behalf of the COVERED ENTITY; and

WHEREAS, as required by HIPAA, the Parties are entering into this Agreement related to the use and disclosure of Protected Health Information by BUSINESS ASSOCIATE; and

WHEREAS, this Agreement is intended to allow the Parties to continue their existing business relationship, subject to the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, intending to be legally bound, COVERED ENTITY and BUSINESS ASSOCIATE agree as follows:

1. Definitions.

- 1.1 Except as provided in subparagraph 1.2 of this Section, terms used, but not otherwise defined, in this Agreement, shall have the same meaning as those terms in the Privacy Rule.
- 1.2 The following terms shall have the meaning ascribed to them in this Section.
- (a) **BUSINESS ASSOCIATE.** "BUSINESS ASSOCIATE" shall mean _____
 - (b) **COVERED ENTITY.** "COVERED ENTITY" shall mean Saratoga County.
 - (c) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - (d) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 45 CFR Part 164, as may be amended.
 - (e) **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.
 - (f) **Required by Law.** "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.501.
 - (g) **DHHS.** "DHHS" shall mean the United States Department of Health and Human Services.
 - (h) **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (i) **Party or Parties.** "Party" or "Parties" shall mean COVERED ENTITY and/or BUSINESS ASSOCIATE.

2. Term

The term of this Agreement shall be effective as of this Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is, in accordance with Section 8 of this Agreement, destroyed or returned to COVERED ENTITY, or, if it is infeasible to return or destroy Protected Health Information, BUSINESS ASSOCIATE will continue to follow the terms of this Agreement with regard to access, use and disclosure of the Protected Health Information.

3. Obligations and Activities of BUSINESS ASSOCIATE

- 3.1. **Limits on Use and Further Disclosure.** BUSINESS ASSOCIATE agrees not to use or further disclose to any third party Protected Health Information other than as permitted or required by this Agreement or as Required by Law. (45 CFR 164.504(e)(2)(ii)(A))
- 3.2. **Safeguards.** BUSINESS ASSOCIATE agrees to use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. (45 CFR 164.504(e)(2)(ii)(B))

Business Associate Agreement continued

- 3.3 **Mitigation.** BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Protected Health Information by BUSINESS ASSOCIATE in violation of the requirements of this Agreement or the Privacy Rule. (45 CFR 164.530(f))
- 3.4 **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE agrees to report to COVERED ENTITY promptly, but no later than five (5) business days, after the discovery of any use or disclosure of the Protected Health Information not provided for or allowed by this Agreement of which it becomes aware. (45 CFR 164.504(e)(2)(ii)(C))
- 3.5 **Individual requests.**
- (a) BUSINESS ASSOCIATE will cooperate with COVERED ENTITY in responding to requests by Individuals who wish to exercise their rights under the Privacy Rule. Any such requests made directly to BUSINESS ASSOCIATE will be promptly referred to the Privacy Officer of the COVERED ENTITY. COVERED ENTITY will inform BUSINESS ASSOCIATE of any actions it takes that may affect BUSINESS ASSOCIATE'S actions in response to Individuals who wish to exercise their rights under the Privacy Rule.
 - (b) BUSINESS ASSOCIATE will:
 - (i) Respond to COVERED ENTITY in a timely matter to all Individual requests, as required by the applicable provision of the Privacy Rule; and
 - (ii) Follow the reasonable direction of the COVERED ENTITY regarding the appropriate response to an Individual's request.
- 3.6 **Right to Access.** BUSINESS ASSOCIATE agrees to provide, at the request of the COVERED ENTITY, timely access to Protected Health Information in a Designated Record Set, to COVERED ENTITY or, as directed by COVERED ENTITY, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 3.7 **Amendments.** BUSINESS ASSOCIATE agrees, at the request of the COVERED ENTITY, to make any amendment(s) to Protected Health Information in a Designated Record Set that the COVERED ENTITY agrees to pursuant to 45 CFR 164.526 at the request of an Individual.
- 3.8 **Internal practices.** BUSINESS ASSOCIATE agrees to make its internal practices, books, and records, including applicable policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, available to the Secretary for purposes of the Secretary determining COVERED ENTITY'S compliance with the Privacy Rule. (45 CFR 164.504(e)(2)(ii)(H))
- 3.9 **Accounting.** BUSINESS ASSOCIATE agrees:
- (a) To document any disclosure of Protected Health Information and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
 - (b) To provide to COVERED ENTITY or, at the request of COVERED ENTITY, to an Individual, the information collected in accordance with Section 3.9(a) of this Agreement, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- 3.10 **Confidential communications.** BUSINESS ASSOCIATE agrees, at the request of the COVERED ENTITY, to provide Protected Health Information to Individuals by alternative communications consistent with the requirements of 45 CFR 164.522(b).
- 3.11 **Sanctions.** BUSINESS ASSOCIATES shall implement and apply a system of sanctions for any of its employees, agents or subcontractors who violate the terms of this Agreement or the Privacy Rule; and shall document all such sanctions. (45 CFR 164.530(e))
4. **Permitted Use and Disclosures of Information**
- 4.1 **Use of Protected Health Information.**
- (a) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use and disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, COVERED ENTITY as specified provided that such use or disclosure would not violate the Privacy Rule if done by COVERED ENTITY. BUSINESS ASSOCIATE shall abide by the minimum necessary policies and procedures of the COVERED ENTITY.
 - (b) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use Protected Health Information as needed for the proper management and administration of the business of BUSINESS ASSOCIATE, as required to carry out the legal responsibilities of BUSINESS ASSOCIATE, or in

a manner which the Protected Health Information is de-identified.

4.2 **Disclosure of Protected Health Information.**

- (a) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Protected Health Information to third parties:
 - (i) As Required by Law;
 - (ii) As necessary to perform the services described in the underlying agreement identified in Section 4.1(a) of this Agreement;
 - (iii) As authorized by the Individual who is the subject of the Protected Health Information or the Personal Representative of that Individual;
 - (iv) Who are agents, including subcontractors, who provide services to BUSINESS ASSOCIATE in connection with its work on behalf of COVERED ENTITY and require access to Protected Health Information to perform those services, provided that BUSINESS ASSOCIATE enters a written agreement with the agent in which the agent agrees to abide by the same restrictions and conditions that apply to BUSINESS ASSOCIATE under this Agreement with respect to Protected Health Information;
 - (v) Who provide Data Aggregation services to COVERED ENTITY as permitted by 42 CFR 164.504(e)(2)(i)(B);
 - (vi) When required for the proper management and administration of BUSINESS ASSOCIATE, provided BUSINESS ASSOCIATE obtains reasonable assurances from the third party to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party; the third party will use appropriate safeguards to prevent unauthorized use or disclosure of the Protected Health Information, and the third party will immediately notify the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached; or
 - (vii) Provided the Protected Health Information is de-identified in accordance with the Privacy Rule.

5. **Transaction Standards**

Compliance with Transactions Standards. To the extent applicable, any data transmitted by BUSINESS ASSOCIATE on behalf of COVERED ENTITY to other entities for the purposes of engaging in an electronic transaction governed by HIPAA shall be conducted in a manner consistent with the requirements of 45 CFR Part 162, which establishes the standards for electronic health care transactions.

6. **Obligations of COVERED ENTITY**

- 6.1 **Notice of limitations.** COVERED ENTITY shall notify BUSINESS ASSOCIATE of COVERED ENTITY'S Notice of Privacy Practices and any limitation(s) thereto in accordance with 45 CFR 164.520, to the extent that such Notice or limitation may affect BUSINESS ASSOCIATE'S use or disclosure of Protected Health Information.
- 6.2 **Written permission.** COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an Individual governing the COVERED ENTITY'S use or disclosure of Protected Health Information to the extent that such change or revocation may affect BUSINESS ASSOCIATE'S use or disclosure of Protected Health Information.
- 6.3 **Use or disclosure restrictions.** COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of Protected Health Information that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of Protected Health Information.

7. **Termination**

- 7.1. **Termination for Cause.** Upon COVERED ENTITY'S knowledge of a material breach of this Agreement by BUSINESS ASSOCIATE, COVERED ENTITY shall:
 - (a) Provide an opportunity, not to exceed 30 days from receipt of COVERED ENTITY'S written notification of such breach, for BUSINESS ASSOCIATE to cure the breach. However, in the event the breach cannot be cured within 30 days, the 30-day cure period shall be extended for a reasonable additional time to cure such breach, provided BUSINESS ASSOCIATE commences to cure the breach within 30 days from the date of breach and continues diligently to affect the cure within such reasonable additional time; or
 - (b) Immediately terminate this Agreement if BUSINESS ASSOCIATE has breached a material

Business Associate Agreement continued

- term of this Agreement and cure is not possible; or
- (c) If neither termination, nor cure, is feasible, report the violation to the Secretary.
- 7.2 Effect of Termination.
- (a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all Protected Health Information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information. If BUSINESS ASSOCIATE destroys the Protected Health Information, it shall certify to COVERED ENTITY in writing that the Protected Health Information has been destroyed. Destruction of Protected Health Information shall be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of Protected Health Information is prevented after destruction, with the exact method of destruction dependent on the media in which the Protected Health Information is contained by BUSINESS ASSOCIATE.
- (b) In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is commercially infeasible, BUSINESS ASSOCIATE shall provide to Covered Entity written notification of the conditions that make return or destruction commercially infeasible. Upon agreement between COVERED ENTITY and BUSINESS ASSOCIATE that return or destruction of Protected Health Information is commercially infeasible, BUSINESS ASSOCIATE shall extend the protections of this Agreement to such Protected Health Information and limit further access, uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information.

8. Property Rights

The Protected Health Information shall be and remain the exclusive property of COVERED ENTITY. BUSINESS ASSOCIATE shall acquire no title or rights to the Protected Health Information as a result of this Agreement.

9. Change in Law/Regulation

In the event that any new laws, regulations or interpretations of HIPAA are promulgated, the Parties shall use reasonable efforts to promptly amend this Agreement to comply with such change without any financial concession. No new or additional legislative, regulatory or judicial requirement related to Protected Health Information confidentiality shall take effect under this Agreement until an appropriate amendment is signed by the Parties, except by operation of law. If the Parties are unable to reach agreement on the necessary change within ninety (90) days or such other time mutually agreed upon by the Parties (or such lesser period of time as may be required by governing authority), this Agreement shall terminate at the expiration of the ninety (90) day period, or such other period agreed upon by the Parties (or shorter period, if applicable).

10. Injunctive Relief

Notwithstanding any rights or remedies provided for in this Agreement, COVERED ENTITY retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of Protected Health Information by BUSINESS ASSOCIATE or any agent, subcontractor or third party that received Protected Health Information from BUSINESS ASSOCIATE.

11. Miscellaneous

- 11.1 Good Faith. COVERED ENTITY and BUSINESS ASSOCIATE shall exercise good faith in the performance of this Agreement.
- 11.2 Existing Underlying Agreement. The provisions of the existing underlying agreement specified in Section 4.1(a) of this Agreement between COVERED ENTITY and BUSINESS ASSOCIATE remain in full force and effect. If there is any conflict between the existing underlying agreement and this Agreement, the provisions of this Agreement shall apply.
- 11.3 Indemnification. BUSINESS ASSOCIATE agrees to defend, indemnify and hold the COVERED ENTITY harmless against any and all claims, administrative actions, litigation, liabilities, losses, damages, costs, charges, penalties, counsel fees, and other expenses of any nature incurred by COVERED ENTITY related to any claim, liability, suit or investigation by any law enforcement, governmental or regulatory agency or brought by an Individual arising out of or related to any wrongful act or omission of the BUSINESS ASSOCIATE, its employees, agents or subcontractors, whether intentional or negligent, in violation of this Agreement or the HIPAA Privacy Rule.

Business Associate Agreement continued

11.4 Notice. Whenever under this Agreement a Party is required to give the other Party notice, such notice shall be deemed given if:

- (a) Mailed by Certified or First Class United States Mail, return receipt requested, postage prepaid; or
- (b) Hand delivered with acknowledged receipt; or
- (c) Delivered via recognized overnight courier service with acknowledged receipt to:

COVERED ENTITY:
The County of Saratoga
40 McMaster Street
Ballston Spa, NY 12020

BUSINESS ASSOCIATE:

11.5 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

11.6 Binding Nature and Assignment. This Agreement shall be binding on, and inure to the benefit of the Parties and their successors and permitted assigns, but neither Party may assign this Agreement without the prior written consent of the other Party.

12. Entire Contract

This Agreement consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or other agreements, oral or written, which are not fully expressed in this Agreement, and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

13. Partial Invalidity

In the event that any part or section of this Agreement is revoked or amended by legislative action or invalidated by judicial decision in a court of general competence and authority over this Agreement, such part or section of this Agreement shall cease to be effective on the date of revocation, amendment or invalidation, without change to the remainder of this Agreement where so ever possible. In such event, the Parties shall discuss and amend this Agreement as necessary to maintain compliance with current legislative, regulatory and judicial requirements to meet the spirit and purpose of enhanced confidentiality of Protected Health Information. If the Parties are unable to reach agreement on the necessary amendment to this Agreement within ninety (90) days or such other time period as mutually agreed upon by the Parties, or the foregoing application effective date of such change, this Agreement shall terminate at the expiration of the ninety (90) days, or such other mutually agreed upon time period.

Saratoga County, acting by and through its
Saratoga County Public Health Services

Signed: Steven J. Bulger

Print name: Steven J. Bulger

Title: County Administrator

Date: 3/24/2021

Name

Signed: M. Ray

Print name: Michelle Ruggiero

Title: Director of Operations

Date: 3/26/21

EXHIBIT A



2021 HOURLY RATE SCHEDULE

	<u>Weekday</u>	<u>Weekend</u>
Registered Nurse (RN)	\$85.00	\$85.00
<i>Saratoga County Public Health</i>	\$85.00	\$85.00
Licensed Practical Nurse (LPN)	\$60.00	\$60.00
<i>Saratoga County Public Health</i>	\$60.00	\$60.00

Above rates are up to and including 40 hours worked in a client facility Sunday through Saturday. All hours worked after 40 hours will be billed at one and a half of the applicable rate.

- Time and one half will be charged for the following holidays: New Year's Eve (*evening & night shifts*), New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve (*evening & night shifts*) and Christmas Day.
- Holiday rate begins 11-7 the night before through and including 7-3 & 3-11 the day of the Holiday.
- Weekend rate begins 7am Saturday until 7am Monday
- Rates are subject to change with thirty (30) days' notice to the Facility

Nurse Connection Staffing, Inc. is an Equal Opportunity Employer
1 Computer Drive South Albany, NY 12205
Phone: 518-459-6612 Fax: 518-459-6614
www.nurseconnectionstaffing.com



Date: July 15, 2021
Saratoga County on behalf of Saratoga County Public Health Services
40 McMaster Street
Ballston Spa, NY 12020

Dear Administrator;

The Nurse Connection Staffing is thankful to count you as one of our many valued clients. We aim to send you the quality supplemental staff you request and to assist you in every way possible with your temporary staffing needs.

As we begin the second half 2021, we are writing to provide you with thirty (30) days' notice of increase to our charge rates. Although we continue to do all that we can to control our operating costs and respect the financial reimbursement constraints of our clients, the staffing shortages along with increased operating costs necessitates the increase. Attached please find our mid- year 2021 rate schedule.

These rates will go into effect on August 15, 2021

Best regards;

Michele Ruggiero
Michele Ruggiero
Director of Operations

Evan Zmarthie
Evan Zmarthie
Regional Manager



1 Computer Drive South Albany, NY 12205
Phone: 518-459-6612 Fax: 518-459-6614
www.nurseconnectionstaffing.com



Revised 8/2021 HOURLY RATE SCHEDULE

	<u>Weekday</u>	<u>Weekend</u>
Registered Nurse Supervisor (RNS) Saratoga County on behalf of Saratoga County Public Health Services	\$63.00	\$65.00
Specialty Nurse (RN) Saratoga County on behalf of Saratoga County Public Health Services	\$63.00	\$65.00
Registered Nurse (RN) Saratoga County on behalf of Saratoga County Public Health Services	\$57.00	\$59.00
Licensed Practical Nurse (LPN) Saratoga County on behalf of Saratoga County Public Health Services	\$45.00	\$47.00
Certified Nurse Aide (CNA) Saratoga County on behalf of Saratoga County Public Health Services	\$31.50	\$33.50
Home Health Aide (HHA) Saratoga County on behalf of Saratoga County Public Health Services	\$25.50	\$27.50

Above rates are up to and including 40 hours worked in a client facility Sunday through Saturday. All hours worked after 40 hours will be billed at one and a half of the applicable rate.

- Time and one half will be charged for the following holidays: New Year's Eve (*evening & night shifts*), New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve (*evening & night shifts*) and Christmas Day.
- Holiday rate begins 11-7 the night before through and including 7-3 & 3-11 the day of the Holiday.
- Weekend rate begins 7am Saturday until 7am Monday
- Rates are subject to change with thirty (30) days' notice to the Facility

Nurse Connection Staffing, Inc. is an Equal Opportunity Employer
1 Computer Drive South Albany, NY 12205
Phone: 518-459-6612 Fax: 518-459-6614
www.nurseconnectionstaffing.com



State of New York

Executive Chamber

No. 11

EXECUTIVE ORDER

Declaring a Disaster Emergency in the State of New York

WHEREAS, the COVID-19 global pandemic has been declared a Public Health Emergency of International Concern by the World Health Organization since early 2020;

WHEREAS, the United States Health and Human Services Secretary declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19 on January 31, 2020;

WHEREAS, New York is now experiencing COVID-19 transmission at rates the State has not seen since April 2020;

WHEREAS, the rate of new COVID-19 hospital admissions has been increasing over the past month to over 300 new admissions a day;

WHEREAS, the state must pursue a coordinated approach to ensure hospital capacity statewide is able to meet regional needs;

WHEREAS, the State government must support the municipalities and counties in their efforts to facilitate and administer vaccinations and tests for COVID-19, and to prevent the virus from continuing to spread at such rates;

NOW, THEREFORE, I, Kathy Hochul, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and the Laws of the State of New York, hereby find, pursuant to Section 28 of Article 2-B of the Executive Law, that a disaster has occurred in New York State, for which the affected local governments are unable to respond adequately, and I do hereby declare a State disaster emergency for the entire State of New York through January 15, 2022; and

IN ADDITION; this declaration satisfies the requirements of Part 360 of the New York State Codes, Rules and Regulations to allow the state to utilize the Surge and Flex system, which may include, but is not limited to, postponement of non-essential elective procedures.

FURTHER, pursuant to Section 29 of Article 2-B of the Executive Law, I direct the implementation of the State Comprehensive Emergency Management Plan and authorize all necessary State agencies to take appropriate action to assist local governments and individuals in containing, preparing for, responding to and recovering from this state disaster emergency, to protect state and local property, and to provide such other assistance as is necessary to protect public health, welfare, and safety.

IN ADDITION, by virtue of the authority vested in me by Section 29-a of Article 2-B of the Executive Law to temporarily suspend or modify any statute, local law, ordinance, order, rule, or regulation, or parts thereof, of any agency during a State disaster emergency, if compliance with such statute, local law, ordinance, order, rule, or regulation would prevent, hinder, or delay action necessary to cope with the disaster emergency or if necessary to assist or aid in coping with such disaster, I hereby temporarily suspend or modify, for the period from the date of this Executive Order through December 26, 2021 the following:

- Section 112 of the State Finance Law to the extent necessary to add additional work, sites, funding, and time to State contracts or to award contracts, including but not limited to contracts or leases for relocation and support of State operations under Section 3 of the Public Buildings Law; or contracts under Section 9 of the Public Buildings Law; or contracts for professional services under Section 136-a of the State Finance Law; or contracts for purchases of commodities, services, and technology through any federal GSA schedules, federal 1122 programs, or other state, regional, local, multi-jurisdictional, or cooperative contract vehicles;
- Section 163 of the State Finance Law and Article 4-C of the Economic Development Law, to the extent necessary to allow the purchase of necessary commodities, services, technology, and materials without following the standard notice and procurement processes;
- Section 97-G of the State Finance Law, to the extent necessary to purchase food, supplies, services, and equipment or furnish or provide various centralized services to assist affected local governments, individuals, and other non-State entities in responding to and recovering from the disaster emergency.



GIVEN under my hand and the Privy Seal of the
State in the City of Albany this
twenty-sixth day of November in the
year two thousand twenty-one

BY THE GOVERNOR

A handwritten signature in black ink, appearing to be "W. P. ...", written over the text "BY THE GOVERNOR".

Secretary to the Governor

A handwritten signature in black ink that reads "Kathy Hochul".

Chapter 2
Section H
Page 4
Opr: Co. Adm
Date 9/20/94
Res: 60 of '94
Last Revised: 11/17/2020
Res: 239-2020

6. Expenditures mandated by federal or state law or regulation, or directed by an Order of a Court;
 7. Expenditures by an elected or appointed official having specific legal authority for such expenditures. These expenditures shall be made at rates set by law, Board Resolution or those customary for such services as determined by the County Auditor;
 8. Postage, books, utilities, subscriptions, dues, and conference fees;
 9. Reimbursement of the following employee expenses for full-time employees: attorney registration fees, the New York State portion of notary public fees for notaries public, and engineering license fees for Public Works and Sewer District employees;
 10. Litigation settlements and insurance deductibles;
 11. Emergency expenditures for veterinary services for members of the K-9 Unit of the Sheriff's Department;
 12. Expenditures to acquire title insurance for acquisitions of real property by the County, to include title and tax searches;
 13. Other expenditures which, in the opinion of the County Administrator, do not lend themselves to formal contracting procedures.
- D. Other Expenditures – All other expenditures will be made pursuant to a contract or purchase order executed in accordance herewith.

V. Procedures for Contracts

- A. Guidelines – County purchases of materials, equipment and personal services will be awarded pursuant to Chapter 2, Section C, Purchasing Procedures. However, contracts for professional services will be awarded to those providers best able to render the desired services and need not be the lowest offeror.
- B. Competitive Bidding – shall be required for any proposed expenditures enumerated in General Municipal Law Section 103, as it may be amended from time to time.

Chapter 2
Section H
Page 3
Opr: Co. Adm
Date 9/20/94
Res: 60 of '94
Last Revised: 11/17/2020
Res: 239-2020

IV. Specific Rules for Expenditures

- A. Appropriations:** Expenditures and contracts for expenditures are limited by the appropriation unit total (Personal Services, Equipment, Contractual Expenses, etc.) – not by the individual expense line. Any material negative balance in an individual expense line should be anticipated and addressed by the Department Head. Equipment purchases will be limited to specific requests approved in the annual budget; provided, however, that the County Administrator shall have the authority to freeze specific purchases.
- B. Personal Service:** Expenditures for personal services will be made from “Personal Services” appropriations in accordance with personnel procedures and the Compensation Plan or from “Contractual Expense” appropriations, under contracts authorized in accordance with this Chapter.
- C. Expenditures not requiring a contract or purchase order:**
1. Necessary expenditures for commodities of less than the limit set in the Purchasing Procedures (Chapter 2, Sec. C). This limit applies to the total cost of any items purchased from a single vendor on the same day. The County Auditor may reject vouchers for expenditures over the limit that (s)he deems inappropriate, unless such purchases have been approved by the County Administrator;
 2. Specific expenditures directed, not merely authorized by resolution of the Board of Supervisors. Such direction will be given only when the Board has determined that the County has already received value or that the value to be received need not be contractually specified;
 3. Travel expenses incurred in accordance with the County’s Travel and Discretionary Funds Policy (Chapter 4, Section V);
 4. Payments to other Saratoga County departments;
 5. Expenditures for repair of equipment, including labor and/or parts, when such repair is of an immediate nature and the collection of quotes could impair department operations. Repair parts must be ordered within 3 business days of equipment failure. This exception does not apply to the routine maintenance of equipment, for which a contract is required;

~~3/16/21~~



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION - 2021

Introduced by Supervisors Schopf, Barret, Grasso, Tollisen, Veitch, Winney, Wood
Authorizing an agreement with ^{to}Nurse Connection Staffing Inc. for temporary RN's and LPN's for continued administration and distribution of COVID-19 vaccinations.

WHEREAS, the AGENCY provides temporary RN, LPN, and CNA supplemental staffing services (the "Supplemental Staffing Services"); and

WHEREAS, the CLIENT desires to engage the AGENCY to provide Supplemental Staffing Services at the CLIENT'S facility on an as-needed basis; and

WHEREAS, on November 28th, 2021, a state of emergency was declared in New York State and Saratoga County due to the COVID-19 Pandemic; and

WHEREAS, Saratoga County Public Health Services is in need of assistance to administer COVID-19 vaccine distribution, through Points of Distribution operated by Saratoga County Public Health Services; and

WHEREAS, COVID-19 vaccine booster eligibility has been opened to all adults ranging from ages 18 and older

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with ^{the} Nurse Connection Staffing Inc. of 1 Computer Drive South, Albany, New York 12205, for temporary RN's and LPN's to assist Saratoga County Public Health Services with the administration and distribution of COVID-19 vaccines in an amount not to exceed \$75,000.

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. Funds for this agreement are included in the 2022 Tentative budget and will be reimbursed under an HRI grant.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Roger J. Schiera and William Fruci, Commissioners of Elections

DATE: November 29, 2021

RE: Technology Innovation and Election Resource (TIER) Grant

COMMITTEE: Law and Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

Increase revenue account 3086 - State/Legislative Grant by \$260,371.14

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:
Acceptance of a state grant of \$260,371.14 pursuant to the Technology Innovation and Election Resource (TIER) Grant Program administered by the NYS Board of Elections.

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited:
- b. Is the vendor/contractor a sole source:
- c. Commencement date of contract term:
- d. Termination of contract date:
- e. Contract renewal and term:
- f. Contact information:
- g. Is the vendor/contractor an LLS, PLLC or partnership:
- h. State of vendor/contractor organization:
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding: NYS Board of Elections
 - Amount of grant: \$260,371.14
 - Purpose grant will be used for: Technology improvements. See 10, infra.
 - Equipment and/or services being purchased with the grant: See 10, infra.
 - Time period grant covers:
04/07/2021 to 01/27/2023
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

Funds may be used for "actual expenses related to upgrades of software, technology upgrades and equipment, including but not limited to the replacement of voting systems and equipment, absentee ballot scanners, mail processing equipment, and infrastructure to protect the connectivity and security of the county elections software, including assistance for areas unserved and underserved by broadband service." eligibility for prior expenditures within the eligible period and plans for future expenditures will be determined in consultation with the county IT and Purchasing Departments and the NYS Board of Elections. No vendors or contractors have been identified at this time.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207</p>	<p>BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER: BOE01 - C004383 - 1110000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: Saratoga County</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: N/A</p>	<p>PROJECT NAME: Technology Innovation and Election Resource (TIER) Grant Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: N/A CFDA NUMBER (Federally Funded Grants Only): N/A</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 50 W. High St. Ballston Spa NY 12020</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: N/A</p> <p>Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # BOE01 - C004383 - 1110000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 04/07/2021 To: 01/27/2023</p> <p>CURRENT CONTRACT PERIOD: From: 04/07/2021 To: 01/27/2023</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$260,371.14</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

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

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants

- Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: Attachment E: Funding Schedule

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

CONTRACTOR:

Saratoga County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY: NYS Board of Elections

By: _____

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

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

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

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

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

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

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

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

J. Notice:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

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

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

2. *Cost Allocation:*

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

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

G. Publicity:

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

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

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

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

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

⁹ Not applicable to not-for-profit entities.

Attachment A-1

2021 Technology Innovation and Election Resource (TIER) Grant Program

County Boards of Elections reimbursement program for actual expenses related to the distribution of funds to County Board of Elections to upgrade software, technology, equipment and broadband service.

The New York State Capital Projects Budget authorizes \$25,000,000 in the SFY 2021/22 budget. Five million dollars is earmarked for the State Board of Elections capital and implementation costs. Twenty million dollars is to establish a program to reimburse county Boards of Elections for actual expenses related to upgrades of software, technology updates and equipment, including but not limited to, the replacement of voting systems and equipment, absentee ballot scanners, mail processing equipment, and infrastructure to protect the connectivity and security of county elections software, including assistance for areas unserved and underserved by broadband service.

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

County Boards of Elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

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

Attachment A-1

General Information	
Purpose of Program	Reimburse County Boards of Elections for local dollars spent to further implement the capital purchase of software, technology upgrades, equipment and broad band service.
Submission of Reimbursement Request	Upon a county's payment of invoices related to items and services allowable under the State's Capital Projects Grant Program.
Duration of 2021 Technology Innovation and Election Resource (TIER) Grant Program	The 2021 Technology Innovation and Election Resource (TIER) Grant Program expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than May 31, 2023. Eligible expenses must take place between April 7, 2021 and January 27, 2023. All Claims for Payments must be submitted to State Board of Elections no later than April 28, 2023.

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the County Board of Elections has expended funds relative to upgrading software, technology, equipment, and infrastructure to protect the connectivity and security of county elections software including assistance for areas unserved and underserved by broadband service. Each claim for payment must be accompanied by all exhibits that are specified herein.

Attachment A-1

3. County Boards should make claim for payment for the total sum of money expended as available to the respective county board, pursuant to the funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.
4. The request for the reimbursement of funds must be directly associated with products and services which will serve all voters, without exclusion.
5. The county Board of Elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county Board of Elections' expenditures under the provisions of the 2021 Technology Innovation and Election Resource (TIER) Grant Program.
7. The requirements of the 2021 Technology Innovation and Election Resource (TIER) Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.
8. The County governing body must be informed in writing by the County Board of Elections, of the terms and conditions of this Agreement that apply to the receipt and use of these funds. A copy of such written notice shall be attached to the claim for payment.
9. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
10. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final 2021 Technology Innovation and Election Resource (TIER) Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.
11. The County agrees to comply with all applicable Federal, State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.

Attachment A-1

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

Allowable expenses include:

- Voting systems and equipment
- Absentee ballot scanners
- Absentee ballot processing and tracking software and equipment
- Mail processing software and equipment
- Infrastructure to protect the connectivity and security of county elections software and equipment
- Assistance for areas unserved and underserved by broadband service, broadband software, equipment and infrastructure
- Software upgrades
- Expenses related to providing redundant list of registration records in a compressed format to ensure early voting continues if the electronic computer-generated registration system becomes unavailable for any poll site or election district that utilizes such an electronic computer-generated registration list.
- E-Poll Book systems and associated software
- Signature pad
- Barcode Scanner
- On-demand ballot printers
- Cyber security software
- Connectivity devices including but not limited to network switches, router or MiFi
- Connectivity services at early voting site or board of elections facilities to implement early voting
- Stylus for touch screen interfacing, including those specially designed to assist voters with disabilities
- Ballot printers

Attachment A-1

- Expenses related to transporting and support of voting equipment, ballot scanners, ballot marking devices, ballots, E-Poll Books or on-demand ballot printers (lease, rental or purchase) between board of elections facilities and early voting poll sites
- Equipment used within a county board of elections storage facility or service center to secure and/or move E-Poll Books or on-demand ballot printer equipment, such as swipe card access systems, closed-circuit monitoring systems, pallet jacks, scissor lifts, etc.
- Hardware to support the election infrastructure

IMPERMISSIBLE EXPENSES include, but are not limited to:

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising
- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

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

- Narrative Summary: If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.

Attachment A-1

- The purpose of the expenditure of county funds
- The mythology/means to address the implementation of early voting
- The actual cost to address the implementation of early voting
- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.
- Original receipts/Proofs of payment.
- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

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

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

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

- Expenditure of funds was the most reasonable, economical and responsible way to purchase software, technology upgrades and equipment.
- The County governing body has been informed in writing by the county Board of Elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Attachment A-1

Budget:

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

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

Claim for Payment Form:

Submit the completed and signed claim for payment:

New York State Board of Elections
ATTN: 2021 Technology Innovation and Election Resource (TIER) Grant Program
40 N Pearl Street, 5th Floor
Albany, NY 12207-2729
Email: grants@elections.ny.gov

Review and Payment Process:

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

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

Attachment A-1

4. Payments will be issued by voucher on a reimbursement basis.

Administrative Requirements:

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

Assistance:

For grant program assistance, contact:

New York State Board of Elections
Public Information Unit
Mike Moschetti, Cortney Padlo or Ryan Richmond
40 N Pearl St., 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: grants@elections.ny.gov

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

Attachment A-1

We have read and understand the NYSBOE Attachment A-1 for receiving 2021 Technology Innovation and Election Resource (TIER) Grant Program reimbursement funds, and the associated terms, conditions and assurances for receipt of such funds, and certify that the County of _____ is, or will be, as applicable, in compliance with these terms and conditions as specified.

Commissioner

Commissioner

Date: ____/____/____

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

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

Attachment A-1

Comments:

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

COUNTY _____ DATE _____

2021 Technology Innovation and Election Resource (TIER) Grant Program Workplan / Budget

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

Narrative: Include (1) description of the expenditures necessary, with specific costs detailed to purchase of software, technology upgrades, equipment or upgrades to infrastructure to protect the connectivity and security of county elections software, including assistance for areas unserved and underserved by broadband service for which the County Board of Elections seeks reimbursement, (2) how the funding requested accomplishes the implementation of early voting; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditure in upgrading software, technology upgrades, equipment or upgrades to infrastructure to protect the connectivity and security of county elections software, including assistance for areas unserved and underserved by broadband service

Description of Expenditures:

How requests upgrade software, upgrade technology and equipment or upgrades to infrastructure, protect connectivity and security of county elections software, including assistance for areas unserved and underserved by broadband service:

Are the costs listed allowable, allocable and reasonable?

Yes No

Evaluation of Expenditures:

Applicants Comments:

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
Total Amount to be Vouchered:			
Workplan/Budget Total:			
<i>To be completed by the New York State Board of Elections</i>			
2021 Technology Innovation and Election Resource (TIER) Grant Funds Available:			
Contract Amount*			

COMMISSIONER SIGNS HERE



COMMISSIONER SIGNS HERE



Printed Name

Date

Printed Name

Date

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

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

Period: N/A Amount: _____ Due Date: _____

Period: N/A Amount: _____ Due Date: _____

Period: N/A Amount: _____ Due Date: _____

Period: N/A Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

Quarterly Reimbursement
Due date _____

Monthly Reimbursement
Due date _____

Biannual Reimbursement
Due date _____

Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency 04/28/2023

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

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

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 90 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

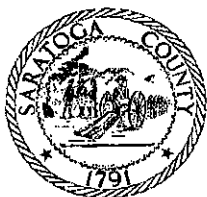
The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Technology Innovation and Election Resource (TIER) Grant Program

Total Available for CBOE's \$ 20,000,000

*Enrollment numbers are based off of total enrollment as of 2/2021

COUNTY	Total Enrollment	Percentage of Enrollment		CBOE Fund Allotment
		Enrollment		
Albany	210,592	1.57%	\$	314,454.61
Allegany	27,204	0.20%	\$	40,620.84
Broome	138,087	1.03%	\$	206,190.62
Cattaraugus	48,811	0.36%	\$	72,884.27
Cayuga	49,584	0.37%	\$	74,038.51
Chautauqua	82,682	0.62%	\$	123,460.23
Chemung	55,120	0.41%	\$	82,304.83
Chenango	31,750	0.24%	\$	47,408.89
Clinton	50,954	0.38%	\$	76,084.18
Columbia	48,305	0.36%	\$	72,128.71
Cortland	30,181	0.23%	\$	45,066.07
Delaware	30,214	0.23%	\$	45,115.35
Dutchess	205,788	1.54%	\$	307,281.31
Erie	660,044	4.93%	\$	985,573.44
Essex	27,287	0.20%	\$	40,744.77
Franklin	27,740	0.21%	\$	41,421.19
Fulton	34,188	0.26%	\$	51,049.30
Genesee	39,512	0.29%	\$	58,999.06
Greene	33,928	0.25%	\$	50,661.07
Hamilton	4,588	0.03%	\$	6,850.77
Herkimer	42,985	0.32%	\$	64,184.92
Jefferson	63,205	0.47%	\$	94,377.30
Lewis	18,831	0.14%	\$	28,118.33
Livingston	41,346	0.31%	\$	61,737.58
Madison	45,111	0.34%	\$	67,359.45
Monroe	507,383	3.79%	\$	757,621.02
Montgomery	30,127	0.22%	\$	44,985.44
Nassau	1,096,599	8.19%	\$	1,637,434.54
Niagara	143,511	1.07%	\$	214,289.70
Oneida	138,306	1.03%	\$	206,517.63
Onondaga	319,755	2.39%	\$	477,456.10
Ontario	79,679	0.59%	\$	118,976.17
Orange	251,593	1.88%	\$	375,677.04
Orleans	24,859	0.19%	\$	37,119.30
Oswego	76,547	0.57%	\$	114,299.49
Otsego	37,240	0.28%	\$	55,606.53
Putnam	72,459	0.54%	\$	108,195.31
Rensselaer	107,494	0.80%	\$	160,509.35
Rockland	213,994	1.60%	\$	319,534.46
Saratoga	174,372	1.30%	\$	260,371.14
Schenectady	103,391	0.77%	\$	154,382.77
Schoharie	21,438	0.16%	\$	32,011.08
Schuyler	12,947	0.10%	\$	19,332.38
Seneca	21,008	0.16%	\$	31,369.01
St.Lawrence	63,876	0.48%	\$	95,379.23
Steuben	62,711	0.47%	\$	93,639.66
Suffolk	1,077,672	8.05%	\$	1,609,172.87
Sullivan	52,718	0.39%	\$	78,718.18
Tioga	33,724	0.25%	\$	50,356.46
Tompkins	62,145	0.46%	\$	92,794.51
Ulster	131,311	0.98%	\$	196,072.74
Warren	47,419	0.35%	\$	70,805.74
Washington	38,690	0.29%	\$	57,771.66
Wayne	59,712	0.45%	\$	89,161.57
Westchester	656,627	4.90%	\$	980,471.19
Wyoming	26,170	0.20%	\$	39,076.87
Yates	14,279	0.11%	\$	21,321.31
Bronx	872,925	6.52%	\$	1,303,445.97
Kings	1,737,903	12.98%	\$	2,595,025.53
New York	1,261,965	9.42%	\$	1,884,357.98
Queens	1,366,568	10.20%	\$	2,040,550.51
Richmond	346,957	2.59%	\$	518,073.95
NYC	5,586,318	41.71%	\$	8,341,453.94
State Total	13,394,111		\$	20,000,000.00



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 156 - 2020¹

Introduced by Supervisors ~~Demriek, Kinowski, Kusnierz, Schopf, Tollisen, Winney and Wright~~ *Schopf, Barrett, Grasso, Tollisen, Verton, Winney and Wood*

AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE BOARD OF ELECTIONS FOR ~~ELECTION SECURITY IMPROVEMENTS~~ *TECHNOLOGY INNOVATION and ELECTION RESOURCES (TIER)*

~~WHEREAS, during 2019, the New York State Board of Elections conducted security assessment reviews of county boards of elections including a security assessment of the operations of the Saratoga County Board of Elections; and~~

~~WHEREAS, as a result, the State's Security Assessment Report outlined potential security vulnerabilities that are present in the operations of the Saratoga County Board of Elections and have suggested prioritized measures to address them; and~~

WHEREAS, the New York State Board of Elections has advised our County Election Commissioners that the County is eligible to receive grant funding in the amount of ~~\$128,891.50~~ *\$260,371.14* for the grant period ~~December 21, 2019 through December 31, 2021~~ for the purpose of funding ~~security improvements to enhance physical security and access to election systems; software improvements such as operating system upgrades to provide greater cyber security; hardware upgrades such as intrusion detection devices and encrypted portable media for the enhancement of cyber security; and~~ *the above described improvements and upgrades; and*

WHEREAS, the acceptance of these funds requires the approval of this Board; now, therefore, be it

RESOLVED, that this Board of Supervisors hereby accepts ~~\$128,891.50~~ *\$260,371.14* in ^{TIER} funding from the New York State Board of Elections for the ~~reimbursement of expenses related to security improvement measures undertaken by the County Board of Elections as recommended by the Security Assessment Report conducted by the New York State Board of Elections;~~ and, be it further *for the purposes described above and in the grant agreement*

RESOLVED, that the Chair of the Board is hereby authorized to execute any and all agreements and documents needed to accept from the New York State Board of Elections said ~~\$128,891.50~~ *\$260,371.14* in funding for the grant period from ~~December 21, 2019 through December 31, 2021~~ for the reimbursement of expenses incurred relative to the implementation of security improvements undertaken by the Saratoga County Board of Elections; with the form and content of such agreements and documents to be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. 100% State Aid.

SEE
INSERT
Y

April 7, 2021
through
January 27,

\$260,371.14

TIER Grant Insert

WHEREAS, the State of New York has appropriated a Technology Innovation and Election Resource ("TIER") fund to be administered by the New York State Board of Elections for the use by county boards of elections for upgrades of software, technology updates and equipment, including but not limited to the replacement of voting systems and equipment, absentee ballot scanners, mail processing equipment, and infrastructure to protect the connectivity and security of county elections software, including assistance for areas unserved and underserved by broadband service; and,



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Roger J. Schiera and William Fruci, Commissioners of Elections

DATE: November 29, 2021

RE: Early Voting Expansion Grant

COMMITTEE: Law and Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

Increase revenue account 3086 - State/Legislative Grant by the amount of \$28929.86

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:
Reimbursement of expenses incurred in support of early voting expansion incurred between 04/07/2021 and 01/28/2022 up to the grant limit of \$28,929.86.

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited:
- b. Is the vendor/contractor a sole source:
- c. Commencement date of contract term:
- d. Termination of contract date:
- e. Contract renewal and term:
- f. Contact information:
- g. Is the vendor/contractor an LLS, PLLC or partnership:
- h. State of vendor/contractor organization:
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding: NYS Board of Elections
 - Amount of grant: \$28,929.86
 - Purpose grant will be used for: Expenses of early voting. See 10, infra.
 - Equipment and/or services being purchased with the grant: See 10, infra.
 - Time period grant covers:
04/072021 - 01/28/2022
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- Funds may be used for payment of "the total sum of money expended in furtherance of Early Voting expansion." Eligible expenses will be determined in consultation with the NYS Board of Elections.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207</p>	<p>BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER: BOE01 - T004441 - 1110000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: Saratoga County</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: N/A</p>	<p>PROJECT NAME: Early Voting Expansion Grant Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: N/A CFDA NUMBER (Federally Funded Grants Only): N/A</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 50 W. High St. Ballston Spa, NY 12020</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: N/A</p> <p>Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # BOE01 - T004441 - 1110000

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

CONTRACTOR:

Saratoga County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY: NYS Board of Elections

By: _____

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

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

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

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

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

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

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

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

J. Notice:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

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

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

2. *Cost Allocation:*

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

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

G. Publicity:

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

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

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

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

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

⁹ Not applicable to not-for-profit entities.

Attachment A-1

County Boards of Elections reimbursement program for eligible expenses related to early voting expansion

The New York State Aid to Localities Budget authorizes \$2 million for use by county boards of elections for early voting expansion. The State Board of Elections establishes the following program to reimburse county boards of elections for eligible expenses for early voting expansion.

On January 24, 2019, New York State adopted Chapter 6 of the Laws of 2019 establishing nine days of early voting prior to each election administered by county boards of elections, beginning with the November 2019 General Election. Early voting was heavily utilized during the 2020 election cycle. An Early Voting Expansion Grant Program is now established to assist County Board of Elections to expand early voting opportunities. Chapter 344 of the laws of 2020 requires at least one early voting site to be sited in the municipality which has the highest population in each County. Consideration of public transportation routes should be factored into the selection of the site.

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

County boards of elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

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

Attachment A-1

General Information	
Purpose of Program	Reimburse County Boards of Elections for local dollars spent for early voting expansion.
Submission of Reimbursement Request	Upon a county's payment of invoices related to items and services allowable under the Early Voting Expansion Grant Program.
Duration of Early Voting Expansion Grant Program	The Early Voting Expansion Grant Program expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than June 3, 2022. Eligible expenses must take place between April 7, 2021 and January 28, 2022. All Claims for Payments must be submitted to State Board of Elections no later than April 29, 2022.

Such funds may be used to reimburse county boards of elections for eligible expenditures made in securing products or services related to the implementation of early voting.

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the county board of elections has expended funds to meet or implement the general requirements of Early Voting Expansion. Each claim for payment must be accompanied by all exhibits that are specified herein.

Attachment A-1

3. County Boards should submit a claim for payment for the total sum of money expended in furtherance of Early Voting expansion, as available to the respective county board, pursuant to the attached funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.
4. The request for the reimbursement of funds must be directly associated with products and services which will serve all voters, without exclusion.
5. The county board of elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county board of elections' expenditures under the provisions of the Early Voting Expansion Grant Program.
7. The requirements of the Early Voting Expansion Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.
8. The County governing body must be informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the receipt and use of these funds. A copy of such written notice shall be attached to the claim for payment.
9. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
10. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final Early Voting Expansion Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.
11. The County agrees to comply with all applicable State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.

Attachment A-1

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

Allowable expenses include:

- The cost associated with siting an early voting site in the County's population center.
- Expenses related to rent or lease of early voting location(s)
- Expenses related to establishing physical security of early voting systems, voting systems, ballots, electronic poll books, privacy booths, on-demand ballot scanners and associated early voting materials at early voting locations
- Expenses related to providing temporary accessibility improvements at early voting poll sites
- Expenses related to poll site set up, cleaning, closing the poll site and flow of traffic at a poll site
- Expenses related to temporary workers or overtime related to pre-election qualification testing of early voting election systems
- Translators/translation services for early voting
- Additional voting systems and/or memory devices to implement early voting
- Expenses related to developing or implementing early voting communication plan
- Expenses related to providing redundant list of registration records in a compressed format to ensure early voting continues if the electronic computer-generated registration system becomes unavailable for any poll site or election district that utilizes such an electronic computer-generated registration list.
- E-Poll Book systems and associated software
- Signature pad
- Barcode Scanner
- On-demand ballot printers
- Initial purchase of related cyber security software
- Connectivity devices including but not limited to network switches, router or MiFi

Attachment A-1

- Connectivity services at early voting site or board of elections facilities to implement early voting
- Signs or notices required for early voting poll sites
- Thermal Receipt Printer
- Paper rolls for printing from E-Poll Books secure memory devices for transferring data on an E-Poll Book system.
- Related ink, toner, drums or waste toner for E-Poll Book printers or on-demand ballot printers
- Stylus for touch screen interfacing, including those specially designed to assist voters with disabilities
- Extension cords
- Accessible cord and wire shields - to provide accessible path of travel at early voting sites
- Carts for moving on demand ballot printers and E-Poll Book systems
- Ballot boxes or bags for secure storage and transport of ballots (in poll site, travel to and from board of elections offices and satellite facilities, and to meet 22-month retention requirements)
- Security containers, pouches or bags for secure storage and transport of e poll book system, memory cards, canvass reports, voting system results tapes, transmittals and other similar E-Poll Book system-related items
- In order to implement Early Voting, E-Poll Book and on-demand ballot printer training for election day workers and Board of Elections staff
- Training supplies, including computers, projectors, brochures, and handbooks
- Materials to be used in educating voters on E-Poll Book and on demand ballot printer procedures (no promotional items such as coloring books, balloons, t-shirts, etc.)
- Improvements made to a warehouse or storage facility which is used to house E-Poll Books or on-demand ballot printers
- Improvements made to office space used by the county board of elections for E-Poll Books or on-demand ballot printers

Attachment A-1

- Expenses related to transporting and support of voting equipment, ballot scanners, ballot marking devices, ballots, E-Poll Books or on-demand ballot printers (lease, rental or purchase) between board of elections facilities and early voting poll sites
- Equipment used within a county board of elections storage facility or service center to secure and/or move E-Poll Books or on-demand ballot printer equipment, such as swipe card access systems, closed-circuit monitoring systems, pallet jacks, scissor lifts, etc.

IMPERMISSIBLE EXPENSES include, but are not limited to:

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising
- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

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

- Narrative Summary: If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.
 - The purpose of the expenditure of county funds
 - The mythology/means to address the implementation of early voting
 - The actual cost to address the implementation of early voting
- A properly authorized purchase document.

Attachment A-1

- Documentation verifying the goods/services were satisfactorily received and/or performed.
- Original receipts/Proofs of payment.
- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

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

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

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

- Expenditure of funds was the most reasonable, economical and responsible way to further the goals of or implement Early Voting.
- The County governing body has been informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Budget:

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

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

Attachment A-1

Claim for payment Form:

Submit the completed and signed claim for payment to:

New York State Board of Elections
ATTN: Early Voting Expansion Grant Program
40 N Pearl Street, 5th Floor
Albany, NY 12207-2729
Email: grants@elections.ny.gov

Review and Payment Process:

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

Administrative Requirements:

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

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

Attachment A-1

Assistance:

For Early Voting Expansion Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit
Mike Moschetti, Cortney Padlo or Ryan Richmond
40 N Pearl Street, 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: grants@elections.ny.gov

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

Attachment A-1

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

Commissioner

Commissioner

Date: ____/____/2021

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

Attachment A-1

Comments:

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

COUNTY _____ DATE _____

Early Voting Expansion Grant Program Workplan / Budget

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

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

Description of Expenditures:

How request implements early voting:

Are the costs listed allowable, allocable and reasonable?

Yes No

Evaluation of Expenditures:

Applicants Comments:

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

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

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

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency 04/29/2022

II. REPORTING PROVISIONS

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

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
FINAL	04/07/2021-01/28/2022	04/29/2022

Attachment E - Funding Schedule

Early Voting Expansion Grant Program

Total Available for CBOE's \$ 2,000,000

*Enrollment numbers are based off of total enrollment as of 2/2021 *\$15k Minimum, remainder by enrollment

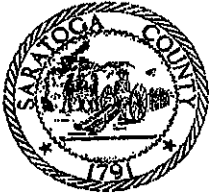
COUNTY	Total Enrollment	Percentage of Enrollment	CBOE Fund Allotment
Albany	210,592	1.57%	\$ 31,823.32
Allegany	27,204	0.20%	\$ 17,173.21
Broome	138,087	1.03%	\$ 26,031.20
Cattaraugus	48,811	0.36%	\$ 18,899.31
Cayuga	49,584	0.37%	\$ 18,961.06
Chautauqua	82,682	0.62%	\$ 21,605.12
Chemung	55,120	0.41%	\$ 19,403.31
Chenango	31,750	0.24%	\$ 17,536.38
Clinton	50,954	0.38%	\$ 19,070.50
Columbia	48,305	0.36%	\$ 18,858.89
Cortland	30,181	0.23%	\$ 17,411.03
Delaware	30,214	0.23%	\$ 17,413.67
Dutchess	205,788	1.54%	\$ 31,439.55
Erie	660,044	4.93%	\$ 67,728.18
Essex	27,287	0.20%	\$ 17,179.85
Franklin	27,740	0.21%	\$ 17,216.03
Fulton	34,188	0.26%	\$ 17,731.14
Genesee	39,512	0.29%	\$ 18,156.45
Greene	33,928	0.25%	\$ 17,710.37
Hamilton	4,588	0.03%	\$ 15,366.52
Herkimer	42,985	0.32%	\$ 18,433.89
Jefferson	63,205	0.47%	\$ 20,049.19
Lewis	18,831	0.14%	\$ 16,504.33
Livingston	41,346	0.31%	\$ 18,302.96
Madison	45,111	0.34%	\$ 18,603.73
Monroe	507,383	3.79%	\$ 55,532.72
Montgomery	30,127	0.22%	\$ 17,406.72
Nassau	1,096,599	8.19%	\$ 102,602.75
Niagara	143,511	1.07%	\$ 26,464.50
Oneida	138,306	1.03%	\$ 26,048.69
Onondaga	319,755	2.39%	\$ 40,543.90
Ontario	79,679	0.59%	\$ 21,365.22
Orange	251,593	1.88%	\$ 35,098.72
Orleans	24,859	0.19%	\$ 16,985.88
Oswego	76,547	0.57%	\$ 21,115.02
Otsego	37,240	0.28%	\$ 17,974.95
Putnam	72,459	0.54%	\$ 20,788.45
Rensselaer	107,494	0.80%	\$ 23,587.25
Rockland	213,994	1.60%	\$ 32,095.09
Saratoga	174,372	1.30%	\$ 28,929.86
Schenectady	103,391	0.77%	\$ 23,259.48
Schoharie	21,438	0.16%	\$ 16,712.59
Schuyler	12,947	0.10%	\$ 16,034.28
Seneca	21,008	0.16%	\$ 16,678.24
St.Lawrence	63,876	0.48%	\$ 20,102.79
Steuben	62,711	0.47%	\$ 20,009.72
Suffolk	1,077,672	8.05%	\$ 101,090.75
Sullivan	52,718	0.39%	\$ 19,211.42
Tioga	33,724	0.25%	\$ 17,694.07
Tompkins	62,145	0.46%	\$ 19,964.51
Ulster	131,311	0.98%	\$ 25,489.89
Warren	47,419	0.35%	\$ 18,788.11
Washington	38,690	0.29%	\$ 18,090.78
Wayne	59,712	0.45%	\$ 19,770.14
Westchester	656,627	4.90%	\$ 67,455.21
Wyoming	26,170	0.20%	\$ 17,090.61
Yates	14,279	0.11%	\$ 16,140.69
Bronx	872,925	6.52%	\$ 84,734.36
Kings	1,737,903	12.98%	\$ 153,833.87
New York	1,261,965	9.42%	\$ 115,813.15
Queens	1,366,568	10.20%	\$ 124,169.45
Richmond	346,957	2.59%	\$ 42,716.96
NYC	5,586,318	41.71%	\$ 521,267.79
State Total	13,394,111		\$ 2,000,000.00

Early Voting Expansion Grant

Resolution Insert

WHEREAS, in 2021 the NYS legislature enacted amendments to NY Election Law §6-800 that will increase the minimum number of early voting sites required in every election and increase the number of hours early voting sites must be open on Saturdays and Sundays; and,

WHEREAS, the legislature appropriated a fund to be distributed by the state board of elections to county boards of election to defray the additional expense of this expansion of early voting; and,



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 456 - 2020¹

Introduced by Supervisors ~~Pemrick, Kinowski, Kusnierz, Schopf, Tollisen, Winney and Wright~~ **SCHOPF, BARRZT, GRASSO, TOLLISEN, VEITEN, WINNEY and Wood**

AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE BOARD OF ELECTIONS FOR ~~ELECTION SECURITY IMPROVEMENTS~~ **EARLY VOTING EXPANSION**

SEE INSERT

~~WHEREAS, during 2019, the New York State Board of Elections conducted security assessment reviews of county boards of elections including a security assessment of the operations of the Saratoga County Board of Elections; and~~

~~WHEREAS, as a result, the State's Security Assessment Report outlined potential security vulnerabilities that are present in the operations of the Saratoga County Board of Elections and have suggested prioritized measures to address them; and~~

WHEREAS, the New York State Board of Elections has advised our County Election Commissioners that the County is eligible to receive grant funding in the amount of ~~\$128,891.50~~ **\$28,929.86** for the grant period ~~December 21, 2019 through December 31, 2021~~ **for the purpose of funding security improvements to enhance physical security and access to election systems; software improvements such as operating system upgrades to provide greater cyber security; hardware upgrades such as intrusion detection devices and encrypted portable media for the enhancement of cyber security; and**

defraying these additional expenses

WHEREAS, the acceptance of these funds requires the approval of this Board; now, therefore, be it

RESOLVED, that this Board of Supervisors hereby accepts ~~\$128,891.50~~ **\$28,929.86** in funding from the New York State Board of Elections for the reimbursement of expenses related to ~~security improvement measures undertaken by the County Board of Elections as recommended by the Security Assessment Report conducted by the New York State Board of Elections; and, be it further~~

the expansion of early voting

RESOLVED, that the Chair of the Board is hereby authorized to execute any and all agreements and documents needed to accept from the New York State Board of Elections said ~~\$128,891.50~~ **\$28,929.86** in funding for the grant period from ~~December 21, 2019 through December 31, 2021~~ for the reimbursement of expenses incurred relative to the ~~implementation of security improvements undertaken by the Saratoga County Board of Elections; with the form and content~~ of such agreements and documents to be subject to the approval of the County Attorney.

STET

BUDGET IMPACT STATEMENT: None. 100% State Aid.

April 4, 2021 through January 28, 2022



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Roger J. Schiera and William Fruci, Commissioners of Elections

DATE: November 29, 2021

RE: Renewal of Contract with NTS Data Servicesw, LLC for Software Maintenance and Support

COMMITTEE:

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

The renewal fee of \$62,624 is included in 2022 tentative county budget

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:

NTS is the supplier of the voter registration software used by the board of elections. The software is critical. The contract will ensure that the software will be kept up to date with patches, bug fixes, updates and improvements, plus telephone support and guidance to resolve issues as they arise.

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- Were bids/proposals solicited: No, this is the renewal of a software support agreement.
- Is the vendor/contractor a sole source: Yes
- Commencement date of contract term: ~January 1, 2022
- Termination of contract date: December 31, 2022
- Contract renewal and term: No auto renewal. Term: 01/01/2022 through 12/31/2022
- Contact information: NTS Data Services, LLC, 2079 Sawyer Dr., Niagara Falls NY 14304
- Is the vendor/contractor an LLS, PLLC or partnership: Yes, an LLC
- State of vendor/contractor organization: NY
- Is this a renewal agreement: **YES** or **NO**
- Vendor/Contractor comment/remarks:

NTS is the voter registration software supplier and the only outlet for service and support for their procusts.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

This software has been used by the board of elections since voter registration records were first digitized. NTS works with the state board of elections to ensure that our software keeps pace with changes to the Election Law. Next year, 2022, is scheduled to be a redistricting year. As part of the voter registration function, the NTS software incorporates the boundaries of all the legislative districts for which the board conducts elections. The redistricting tool will be especially important next year.

**VOTER REGISTRATION,
MAINTENANCE AND SUPPORT
AGREEMENT**

THIS Agreement (“Agreement”) is made and entered into this _____ day of _____, 20_____, by the COUNTY OF SARATOGA, acting by and through its Saratoga County Board of Elections, with offices at 40 McMaster Street, Ballston Spa, NY 12020 hereinafter referred to as the COUNTY, and NTS DATA SERVICES, LLC, a New York Limited Liability Company, with office and principal place of business at 2079 Sawyer Dr, Niagara Falls, NY 14304, hereinafter referred to as NTS.

WHEREAS, the COUNTY desires to continue support and maintenance services related to voter registration, signature digitization, interface messaging, full document imaging, and election management, and

WHEREAS, the COUNTY in evaluating prospective suppliers of systems and services has selected NTS as best suited to their requirements.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed as follows:

1. TERM

The Term of this Agreement is January 1, 2022 to December 31, 2022.

2. HARDWARE & OPERATING SYSTEM SOFTWARE

COUNTY has opted to provide the PC hardware, hardware maintenance, NTS recommended supporting software and all operating system software required to support all workstations and servers of the licensed systems.

Prior to the purchase of hardware, supporting software and operating system, and continuing for the Term of this Agreement, NTS shall review and approve all purchases related to the implementation of the NTS application software. If the NTS approved hardware and software implementation is deviated from and operational problems develop, the time spent by NTS to resolve the problems will not be within the scope of this Agreement. As of the writing of this agreement, the hardware in place at the County is compliant with NTS software requirements.

In addition, if in the resolution of an operational problem, it is ultimately shown to be a hardware, network operating system or any other non application software related problem, the NTS time required to resolve the problem will not be within the scope of this Agreement.

COUNTY is solely responsible for:

- a. Hardware installation and maintenance
- b. Operating system maintenance, patches and upgrades on server(s) and workstations,

- c. Backup of all data and images
- d. SQL upgrades and patches on the database server
- e. Maintaining all server and workstation-based security including antivirus and firewalls
- f. Networking between the server(s) and workstations

3. SOFTWARE MAINTENANCE

NTS' Voter Registration, Signature Digitization, Interface Messaging, Full Document Imaging, PACETS Election Management software applications are currently installed at the COUNTY. Subsequent upgraded versions of the software systems will be installed as they are developed, tested and released at the discretion of NTS. Errors in the software that are detected after installation and acceptance will be corrected at no charge to the COUNTY.

For the Term of this Agreement, Voter Registration, Signature Digitization, Interface Messaging, Full Document Imaging, PACETS Election Management software maintenance is included in the pricing set forth in this Agreement. This maintenance shall include periodic upgrades and new releases of the licensed software.

Maintenance for the TERACS system is specifically excluded from this Agreement.

4. HOTLINE SUPPORT

Hotline Support may include general PRODUCT application questions/issues, election operation issues and any and all other areas that the COUNTY may wish to utilize the NTS Support Center. Hotline support for Voter Registration, Signature Digitization, Interface Messaging, Full Document Imaging and Election Management, not to exceed eight (8) hours in any one month, shall be provided by NTS at no charge to the COUNTY for the Term of this Agreement. Hotline support shall be available between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays. Hotline support over and above the monthly maximum will be billed at a rate of \$175.00 per hour.

Support for the TERACS system is specifically excluded from this Agreement.

5. APPLICATION SOFTWARE INSTALLATION AND CONFIGURATION

COUNTY shall provide means for authorized remote access into the COUNTY system by NTS to facilitate application software installation. This remote access may be via Virtual Private Network or any other mutually acceptable connection method. NTS shall complete application software installation remotely and perform software testing through this connection. For the Term of this Agreement, remote access and security rights shall be provided to NTS in order to facilitate installation of application software updates for the COUNTY.

6. PRICING/PAYMENT SCHEDULE

Pricing for Voter Registration, Signature Digitization, Interface Messaging, Full Document Imaging and Election Management support and maintenance services is detailed below.

NTS will mail to COUNTY an invoice and duly executed County voucher for payment on or before each due date.

On January 15, 2022, the COUNTY shall make a payment of \$62,624.00 to NTS.

It is understood and agreed by and between both parties that the COUNTY is a tax-exempt entity, and therefore shall not be charged any tax on this transaction.

Within 30 days of each of the above due dates the COUNTY shall make the payment indicated.

7. ORIGINAL AGREEMENT

All provisions of the Full-Service Voter Registration, Election Management and Signature Digitization Software System Purchase and Installation Agreement executed on February 11, 2001 and the Addendum A - NTS Supplemental Software License Agreement executed on February 11, 2001 remain in effect unless specifically superseded by this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

ACCEPTED FOR:

COUNTY OF SARATOGA,
Acting by and through its
Saratoga County Board of Elections

NTS DATA SERVICES, LLC

By: _____
Chairman, Saratoga County
Board of Supervisors

By: _____
Director of Technical Projects

Date: _____

Date: _____

Approved as to Form and Content:

By: _____
County Attorney



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 278-²⁰²¹~~2016~~

Introduced by Supervisors ~~Kinowski, Collyer, Lent, Lewza, Raymond, Tollisen and Veitch~~ ^{SCHOFF, BARRETT, GRASSO, TOLLISEN, VEITCH, WINNEY and WOOD}

AUTHORIZING A CONTRACT WITH NTS DATA SERVICES, INC. FOR THE MAINTENANCE AND SUPPORT OF THE BOARD OF ELECTIONS VOTER DATABASE SOFTWARE

WHEREAS, pursuant to Resolution ²⁷⁸⁻¹⁶~~251-13~~, this Board authorized an agreement with NTS Data Services, LLC for the provision of maintenance and support services for the Saratoga County Board of Elections' voter database software for a term of ~~three years~~ ^{ONE YEAR}; and

WHEREAS, said agreement is due to expire on December 31, ²⁰²¹~~2016~~; and

WHEREAS, the Board of Elections and the Law and Finance Committee have recommended that NTS Data Services, Inc.'s agreement to maintain and support the County's voter database software be renewed for an additional term of ~~five years~~ ^{ONE} at an annual cost of ~~\$60,800~~; now, therefore, be it ^{\$62,624}

RESOLVED, that the Chair of the Board is authorized to execute an agreement with NTS Data Services, LLC of Niagara Falls, New York for the maintenance and support of the Saratoga County Board of Elections' voter database software for a term of ~~five years~~ ^{ONE YEAR} commencing on January 1, 20~~17~~²² and terminating on December 31, 20~~21~~²²; at a cost not to exceed ~~\$60,800~~ ^{\$62,624} per year, with the form and content of such agreement being subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: Costs associated with this agreement are included in the ~~2017~~ ²⁰²² tentative county budget.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Sewer District

DATE: 12/2/21

RE: Approving the purchase of property in the Town of Halfmoon for SCSD #1

COMMITTEE: Law and Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:

The resolution will approve the purchase of 523 South Main Street Mechanicville NY 12118 in the Town of Halfmoon for the purchase price of \$835,000 plus any required closing costs. The property is 10.17 acres with in an area zoned for manufacturing and industrial uses. It will serve as storage for equipment, pipe, trucks, pumps etc for SCSD #1. Tax Map Parcel 268.-1-5

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited: YES
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: N/A
- e. Contract renewal and term:
- f. Contact information: Lawrence Curtis 518-346-5800
- g. Is the vendor/contractor an LLS, PLLC or partnership: LLC
- h. State of vendor/contractor organization: 1710 Erie Blvd Schenectady NY 12308
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

This property was listed for \$1.2M. It is 0.3 miles from the existing treatment facility and has 6 buildings currently on site. We had an engineer perform a phase 1 environmental assessment as well as a condition assessment. The phase 1 assessment came back with no evidence of contamination and recommendations of further investigation if we should perform work on the property. These weren't of material concern. The condition report came back that the intended initial use (cold storage) is perfect in the existing space with minimal imminent upgrades needed. SCSD needs more storage, and an engineer was hired to design a new building on the existing site. The engineers estimate came back \$2.6M for that building, and it utilizes land that could potentially be used for future wastewater treatment systems. This solution affords us an immediate storage option at a cost that saves the district over \$1M compared to a new building on site after upgrades are completed to the proposed property. The funds already budgeted for the storage building will be utilized for the purchase of the property.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Sewer District

DATE: 12/2/21

RE: Award and contract with Precision Technologies, low bid for sewer pipe rehab work

COMMITTEE: Law and Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:

The resolution will authorize the Chairman of the Board of supervisors to execute an agreement with Precision Trenchless LLC in the amount \$659,025.46 for work associated with pipe rehabilitation in the town of Stillwater. Precision Trenchless was low bidder for this work which includes 8100 L F of 8" pipe rehabilitation by cured in place pipe lining and manhole upgrades.

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited: YES
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: N/A
- e. Contract renewal and term:
- f. Contact information: Lawrence Curtis 518-346-5800
- g. Is the vendor/contractor an LLS, PLLC or partnership: LLC
- h. State of vendor/contractor organization: 1710 Erie Blvd Schenectady NY 12308
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- a. What were the terms of the prior resolution
 - b. Are the terms changing:
 - c. What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- a. Effective date
 - b. Salary and grade
8. Is a new employee being hired: YES or NO
- a. Effective date of employment
 - b. Salary and grade
 - c. Appointed position:
 - d. Term:
9. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Amount of grant:
 - c. Purpose grant will be used for:
 - d. Equipment and/or services being purchased with the grant:
 - e. Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- Bid ranged from \$659,025.46 to \$1,069,826 The low bidder is well under the sewer districts budgeted amount for the project.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Sewer District

DATE: 12/2/21

RE: Award to Delaware Engineering for Design Work relating to Pipe Rehab and a Pump Station Upgrade

COMMITTEE: Law and Finance

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)

4. Specific details on what the resolution will authorize:

The resolution would authorize Chairman of the Board of supervisors to execute an agreement with Delaware Engineering, D.P.C of Albany New York for design services relating to pipe rehabilitation work and a pump station upgrade in the Town of Halfmoon. The contract is for \$127,720.

5. Does this item require hiring a Vendors/Contractors: YES or NO

- a. Were bids/proposals solicited: YES
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: N/A
- e. Contract renewal and term:
- f. Contact information: (518) 452-1290
- g. Is the vendor/contractor an LLS, PLLC or partnership: D.P.C.
- h. State of vendor/contractor organization: 28 Madison Avenue Extension Albany NY 12203
- i. Is this a renewal agreement: YES or NO
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- This action was recommended unanimously at the sewer commission meetings. Delaware was shown to provide the most value when reviewing the proposals. Proposals submitted for this work ranged from \$98,182 to \$288,782.

COST PROPOSAL

Task	Description	Engineering Fee
A	Gathering and Review of Information	\$3,780
B	Preliminary Design/Evaluation	\$21,980
C	Final Design	\$21,280
D	Construction Phase Services - Bidding	\$6,160
E	Construction Administration	\$37,520
F	Construction Inspection	\$35,000
G	Lead/Asbestos Abatement	\$2,000
TOTAL ESTIMATED FEE		\$127,720

The total engineering fee is derived from the **Manpower Matrix** on the following page that details the estimated hours and hourly billing rates of key personnel by task. The total engineering fee is inclusive of attendance at meetings and phone conversations with representatives of the SCSD#1 without limitation.

Any additional services not included in the above-listed Scope of Services or which are subsequently requested, either verbally or in writing, will be considered additional services. Compensation for additional services will be negotiated and approved by the SCSD#1 prior to the execution of the additional task. The fee will be based upon either a mutually agreed fixed fee or on an hourly basis at rates in effect at the time the services are performed (see attached 2021 rate schedule).

PROJECT APPROACH: SCOPE OF SERVICES

This Scope of Services includes the steps necessary to complete design, bidding and construction of the pipe relining and pump station upgrade project. The project includes preliminary and final design, bidding assistance, and construction administration/inspection services as detailed below.

A. GATHERING AND REVIEW OF INFORMATION

Delaware Engineering will meet with representatives of the SCSD, and obtain all pertinent documentation regarding the existing infrastructure. Upon thorough examination of said documentation, Delaware will discuss findings with SCSD and confirm proposed improvement plans for subsequent project phases.

B. PRELIMINARY DESIGN/EVALUATION

1. On the basis of work conducted in Task A, Delaware will coordinate with SCSD staff on the proposed improvements and selection of all equipment and improvement materials.
2. Delaware will prepare a preliminary engineering report with recommended methods of repair for both the pipes and manholes, opinions of cost, and project schedule (including the number of manholes to be replaced, if any).
3. Prepare a Preliminary Plans and Spec describing the various components of the project including a conceptual cost estimate and construction schedule.
4. Delaware will submit three (3) sets of preliminary designs, reports, and recommendations to SCSD for review, comment, and approval prior to proceeding with final design. Meet with SCSD to review the project and make any changes required.
5. Delaware will review and evaluate opinions of cost with SCSD in consideration of SCSD's 2021 Budget.
6. Delaware will develop an informational letter/door hanger in conjunction with SCSD to inform surrounding neighbors of impending work.
7. Delaware will inspect current easements to ensure replacement design falls within boundary, and assist in obtaining temporary construction easements or permanent easements if required.
8. Submit agreed upon plans and specs to New York State Department of Environment Conservation (NYSDEC) for review and approval.
9. Delaware to provide a lead and asbestos survey of the pump station control building, and soils test within the site as necessary.
- 10.

C. FINAL DESIGN

Design and regulatory approvals include all efforts to secure approval of Final Engineering Plans and Specifications from regulatory agencies as necessary. All plans and specifications will be prepared in adherence to regulatory agency required formats.

1. Delaware will prepare draft and final design plans and will submit three (3) copies to the SCSD for review.
2. Delaware will prepare detailed construction-cost estimates for the project at 50% and 100% design.
3. Delaware will seek the SCSD's approval on final materials selections for inclusion in the bid documents.
4. Delaware will provide an anticipated construction schedule to meet the construction closeout deadline of December 2022, and in consideration of seasonality and projected lead times for equipment and supplies.
5. Delaware will meet with the SCSD staff as required to review preliminary and final designs, and to answer questions.

D. BIDDING SERVICES

1. Delaware will prepare five (5) hard copies and one (1) digital copy (pdf) of plans and specifications for distribution to SCSD #1 and the Saratoga County Purchasing Department. It is our understanding that the Saratoga County Purchasing department will disperse plan sets digitally through Empire State Purchasing Group including any addenda. Bidding services provided by Delaware will include, but will not be limited to:
 - a) Assistance with preparation of the invitation to bidders
 - b) Response to questions from prospective bidders.
 - c) Preparation and issuance of all necessary addenda.
 - d) Attendance at pre-bid meeting.
 - e) Attendance at bid opening.
 - f) Tabulation of bids.
 - g) Recommendation for contract award.

E. CONSTRUCTION ADMINISTRATION

1. Delaware Engineering will provide assistance to the SCSD during construction of the approved final design plans with regard to general administration of the project. Construction administration services will include, but not be limited to, the following elements:
 - a) Review and approval of shop drawings.

-
- b) Response to questions and requests for information.
 - c) Attendance at pre-construction conference.
 - d) Review and approval of construction design changes and requested change orders.
 - e) Attendance at milestone construction progress meetings to discuss any discrepancies with design and field conditions.
 - f) Generate/compile all start-up reports completed by Engineer and Manufacturer. Compile all warranty information and deliver executed warranties to SCSD, naming SCSD as the Warranty holder.
2. Delaware will be responsible for maintaining records, review of scheduling, and accurate recording of all construction activities. Upon completion, record drawings and data will be provided to SCSD #1 in a report form. In addition, the consultant shall provide the following services:
- a) Preparation and distribution of change orders for review and approval.
 - b) Review and certification of contractor's payment requests.
 - c) Preparation of operation, maintenance, warranty information, and shop drawing documents in a report form.
 - d) Provide written certification for compliance with design.
 - e) Provide certification of completion for release of retainage.
 - f) The consultant shall provide one (1) reproducible set of record drawings and one (1) computer generated file copy of the records in a file format compatible with SCSD GIS system.
 - g) Review and coordinate construction activities, including bypass and startup activities.

F. CONSTRUCTION INSPECTION

The Inspection Phase of the project will include daily resident field inspection as necessary of the construction work to ensure and certify conformance of the work with the contract documents and to coordinate construction activities while maintaining wastewater flow. Construction Inspection Services will include:

1. On-site daily construction inspection, including daily record-keeping forms documenting material & bid quantities, contractor staffing and equipment and all work completed.
2. An experienced and qualified inspector, whose resume shall be provided to SCSD, and whom SCSD will approve before work commences.
3. Inspection documentation provided to SCSD on a bi-weekly basis, along with meeting minutes.
4. Field inspection staff will maintain records, review scheduling, record all construction activities, prepare change orders for review and approval, and review and certify Contractor's payment requests, as needed.

PROJECT SCHEDULE

Delaware Engineering has the professional ability and adequate staffing to provide services in a manner sensitive to specific requirements and timetables established by the Saratoga County Sewer District. Our current project schedules and budgets are maintained with existing staff resources; however, we have the immediate capacity to incorporate the proposed project into our workload. In addition, we will work with the Saratoga County Sewer District to ensure that the project schedule is met or exceeded. Delaware is cognizant that the project has been budgeted in the District's 2021 capital budget, with the anticipation that the project be completed before the end of 2022. The following is an anticipated timeline:

- December/January 2021/2022: Select Firm and execute contract.
- January 2022: Kickoff Meeting, Data Gathering Period.
- February 2022: Prepare preliminary design concept plans.
- March 2022: Present preliminary design plans to District.
- March/April 2022: Finalize design and construction documents.
- April/May 2022: Regulatory Approval and Permitting.
- June 2022: Project Advertising and Bidding.
- July 2022: Award construction bid.
- August 2022: Anticipated construction begin date.
- December 2022: Anticipated construction completion date.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Steve Bulger, County Administrator

DATE: 12/2/2021

RE: Organizational Meeting Date and Time

COMMITTEE: Law & Finance

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:

5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
Setting January 5, 2022 at 4pm as the date and time of the 2022 Saratoga County Board of Supervisors Organizational Meeting.

12/15/2021



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION _____ - 2020

Introduced by Supervisors Schopf, Barrett, Grasso, Tollisen, Veitch, Winney and Wood

ESTABLISHING JANUARY 5, 2022 AT 4:00 P.M. AS THE DATE AND TIME FOR THE 2022 ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS

BE IT RESOLVED, that for the purpose of organizing the 2022 Saratoga County Board of Supervisors, a meeting be held at the Supervisors' Meeting Room at 40 McMaster Street, Ballston Spa, New York on January 5, 2022 at 4:00 P.M.; and, be it further

RESOLVED, that on or before December 20, 2021, the Clerk of this Board of Supervisors shall mail a written notice to each Supervisor and Supervisor-elect at his or her last known post office address, stating the time and place of the above meeting to organize the Board and that a Chairman will then be elected.

BUDGET IMPACT STATEMENT: No budget impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Steve Bulger

DATE: 12/7/2021

RE: Levying amounts payable to County Treasurer and Town Supervisors

COMMITTEE: Law & Finance

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:
Certified copies of each towns and city's 2022 budgets have been presented to the Board of Supervisors for Levy and Collection purposes and the specified levied amounts from taxable real property situated in each Town and City in the County of Saratoga shall be collected upon.
5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- a. What were the terms of the prior resolution
 - b. Are the terms changing:
 - c. What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- a. Effective date
 - b. Salary and grade
8. Is a new employee being hired: YES or NO
- a. Effective date of employment
 - b. Salary and grade
 - c. Appointed position:
 - d. Term:
9. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Amount of grant:
 - c. Purpose grant will be used for:
 - d. Equipment and/or services being purchased with the grant:
 - e. Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
Real Property Tax Services is working on inputting the rates into the computer system. We will have the final report as back up for the Board Meeting next week.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~278 - 2020~~

Introduced by Supervisors ~~Penrick, Kinowski, Kusnierz, Schopf, Tollisen, Winney and Wright~~

LEVYING AMOUNTS PAYABLE TO COUNTY TREASURER AND TOWN SUPERVISORS

WHEREAS, Resolution ~~240-2020~~, as amended by Resolution ~~250-2020~~, adopted the ~~2021~~ County Budget; and

2022

WHEREAS, a certified copy of each Town's and City's ~~2021~~ Budget has been presented to this Board of Supervisors for levy and collection; now, therefore, be it

2022

RESOLVED, that there shall be levied and collected from the taxable real property situate in each Town and City in the County of Saratoga, the following amounts: