

SAUQUOIT VALLEY CENTRAL SCHOOL
Sauquoit, NY 13456

**ADDENDUM TO February 11, 2025
BOARD OF EDUCATION ACTION & PUBLIC AGENDA**

ITEM #7 Continued

7.8 Approval of a Temporary Use Agreement with Oneida County

Recommended Motion: to approve a four (4) year temporary use agreement between the County of Oneida and the Sauquoit Valley Central School District for the use of optical scan voting systems.

7.9 Approval of Social Worker

Comments: She was a part-time employee moved to full-time.

Recommended Motion: to appoint Victoria Miller, to the position of a full-time Social Worker in the high school tenure area, for probationary period of four (4) years to commence September 1, 2022 and to expire August 31, 2026 (This expiration date is tentative and conditional only. Except to the extent required by the applicable provisions of Section 3012 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3012-c and/or 3012-d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time).

<p style="text-align: center;"><i>Motion to approve 7.1 - 7.9</i> <i>made by _____, seconded by _____.</i></p> <p style="text-align: center;"><i>Carried: Ayes _____, Nays _____.</i></p>
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'TEMPORARY USE AGREEMENT

This Agreement ("Agreement") made this ____ day of _____, 20__, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its office and principal place of business located at 800 Park Avenue, Utica, New York 13501, by and through its Board of Elections (collectively, the "County") and Sauquoit Valley Central School District, with its principal offices located at 2601 Oneida Street, Sauquoit, New York 13456 (the "User")."

WITNESSETH

WHEREAS, the User is holding elections and is seeking the assistance of the County in providing election services consisting of the provision and usage of voting machines, equipment, and supplies necessary to conduct voting operations, as well as assistance concerning voting operations; and

WHEREAS, pursuant to Section 3-224 of the New York State Election Law, the County may permit school districts within Oneida County to use its voting machines and other equipment for the conduct of elections without charge, upon such other terms and conditions as shall be fixed by the County and be mutually agreed to by the Parties, including payment for preparation of the machines and ancillary services; and

WHEREAS, the County and the User wish to enter into an agreement whereby the County shall provide election supplies and permit the User to temporarily use Optical Scan Voting Systems owned by the County for the User's election under the terms and conditions set forth herein; and

WHEREAS, the Board of County Legislators of Oneida County must approve this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the Parties mutually agree and obligate themselves as follows:

1. TERM

- 1.1. The County shall provide the User with Optical Scan Voting Systems and privacy booths, as well as other ancillary equipment, supplies and services related thereto, as described more particularly in Section 3 of this Agreement (collectively, the "Voting Equipment") for any of the User's 2025 and 2026 Capital Project, Budget, School Board or other elections taking place in 2025 and 2026. Should the School District desire the County to provide the User with Voting Equipment for any of the User's 2027 and 2028 elections, the User shall provide notice to the County in writing via regular mail or email no later than January 15, 2027, for elections occurring in the year 2027, and no later than January

15, 2028, for elections occurring in the year 2028. Notice must be provided via regular mail or email, and shall not be accepted via telephone.

- 1.2. To the extent time limits are not already provided in this Agreement, the User shall comply with all of its pre-Election obligations no less than fifteen (15) days prior to the election and User further hereby acknowledges and agrees that no changes shall be permissible beyond that date.
- 1.3. The User shall take special Notice of the following concerning the 2025 and 2026 Elections, and any subsequent elections for the years 2027 and 2028:
 - 1.3.1. The New York Annual Budget Vote and School Board Election date for 2025 has been set for May 20, 2025. The User shall further provide notice to the County, in writing via regular mail, no later than January 15 in the year 2026 of the election dates concerning the user. Should this Agreement be extended for the year 2027 and 2028, the User shall further provide notice to the County, in writing via regular mail or email, no later than January 15 in the years 2027 and 2028, of the election dates concerning the User. This notice must be provided via regular mail or email and shall not be accepted via telephone.
 - 1.3.2. The County, within 15 days of receiving notice from the User as provided in paragraph 1.3.1, shall provide the User, in writing, special Notice of the dates of any primary and/or election dates which could potentially conflict with the User's elections. Such Notice of the dates shall be automatically merged and incorporated into this Agreement.
 - 1.3.3. In the event that any legal challenge is filed in a New York or Federal Court concerning the Presidential Primary results or Federal (non-presidential), State and or local Primary Results, which may potentially conflict with any school district-related election occurring in the year 2026, 2027, and 2028, an impoundment or preservation order (the "Court Order") would likely be issued. Any such Court Order would prevent County personnel from re-programming or resetting any of the County's Voting Equipment for use in the User's election(s).
 - 1.3.4. Should such legal challenge occur and any such Court Order be issued, the County shall notify the User as soon as possible after service of such Court Order defined above (the "Notice").

- 1.3.5. The User hereby acknowledges that this Notice may (and likely will) be provided to the User by the County shortly before the User's scheduled election in May of 2025 and any subsequent elections in the years 2026, 2027, and 2028.
- 1.3.6. The Parties agree that if the Notice is given, the County is relieved of its obligations herein with respect to the User's election(s) affected by the Court Order, and the User will have to make alternate arrangements for the conduct of its affected election(s). Such alternate arrangements shall be undertaken at the sole obligation and expense of the User.
- 1.3.7. In the event that the User's election(s) conflict with any Presidential, Federal (non-presidential), State, County and/or local primary and/or general elections which effectively diminishes the availability of Voting Equipment, the County will provide Notice to the User that such Voting Equipment is not available and the User acknowledges that this Notice may (and likely will) be provided to the User by the County shortly before the User's scheduled election(s) in the year 2026, 2027, and 2028.
- 1.3.8. The Parties agree that the County shall not be liable to the User for any damages whatsoever that the User incurs as a result of the Notice being given as stated above, nor for any costs, expenses or damages of any type, whether actual, consequential, indirect, incidental, punitive, special or otherwise, that the User incurs as a result of the County providing this Notice to the User.
- 1.4 The term of this Agreement shall become effective January 1, 2025 and shall terminate on December 31, 2026. The County shall also have two (2) separate and consecutive options to extend this Agreement. Each option shall be for one (1) year and shall be under the same terms and conditions contained in this Agreement. Each such option shall be to the sole and exclusive right of this County. Each option shall be exercised by the County in writing. In the event the User gives notice that it wishes to extend this Agreement in 2027 and 2028, the County will notify the User that it has exercised its option to extend by no later than February 28, 2027 for the year 2027 and by no later than February 29, 2028 for the year 2028, in writing by first class mail.

2. PAYMENT

- 2.1. The County shall permit the User to use the Voting Equipment, as described in Section 3 herein, for its Elections.

2.2. For use of the Voting Equipment provided by the County, as described in more detail in Section 3 herein, the User shall pay the County as follows:

2.2.1. The sum of Nine Hundred Dollars (\$900.00) per poll site, per Election date for the year 2025.

2.2.2. The sum of One Thousand Dollars (\$1,000.00) per poll site, per Election date for the year 2026.

2.2.3. If this Agreement is extended in the year 2027, the sum of One Thousand and Fifty Dollars (\$1,050.00) per poll site, per Election date for the year 2027.

2.2.4. If this Agreement is extended in the year 2028, the sum of One Thousand One Hundred Dollars (\$1,100.00) per poll site, per Election date for the year 2028.

3. VOTING EQUIPMENT AND SERVICES TO BE PROVIDED BY THE COUNTY

3.1. The Voting Equipment to be provided to the User by the County pursuant to this Agreement shall constitute all of the following items and services described in this Section 3, as well as any equipment, supplies and additional services necessary to the proper installation, implementation and operation of the Voting Equipment enumerated herein.

3.2. OPTICAL SCAN VOTING SYSTEMS AND PRIVACY BOOTHS:

3.2.1. The County shall provide the User with Optical Scan Voting Systems, which shall include a ballot marking device and scanner, and accompanying privacy booths, per poll site, for each Election.

3.3. PREPARATION AND PROGRAMING OF OPTICAL SCAN VOTING SYSTEMS:

3.3.1. The County shall program and prepare the Optical Scan Voting Systems as necessary for User's Election.

3.4. PREPARATION AND TEST DECKING OF BALLOTS:

3.4.1. The County shall prepare and test deck the ballots;

3.4.2. The User shall be responsible for printing, payment and delivery of test ballots and final ballots;

3.4.3. The User shall be responsible for proofing and approval of all ballots, which will be shipped to the County and secured in storage prior to the Election;

- 3.4.4. The County shall be responsible for the delivery of such ballots along with all other Voting Equipment to the designated poll site(s);
- 3.4.5. All ballots are the property of the User, and the User shall pick up all ballots pertaining to its Election that are left in the voting machines from the County as soon as possible after the Election.

3.5. TEST DECKING OF THE VOTING SYSTEM

- 3.5.1. The County shall perform the test decking of the Optical Scan Voting System, to verify that the Optical Scan Voting System's election configuration and ballot configuration is correct, and to ensure that the Optical Scan Voting System will accurately cast and count votes within each individual ballot configuration.

3.6. IBUTTON GENERATION:

- 3.6.1. The County shall generate iButtons. All iButtons shall be returned by the User to the County;

3.7. TECHNICAL ASSISTANCE/SERVICES:

- 3.7.1. The County shall provide technical assistance and support for the proper use of the Voting Equipment. Technical assistance and support shall be provided by County staff only. Contact information for the technical assistance support will be provided by the County in advance of the Election;
- 3.7.2. The County shall also provide telephone and email communication on any Election dates for the User for administration of the Election.

3.8. DELIVERY AND PICKUP OF VOTING EQUIPMENT:

- 3.8.1. The County shall deliver and pick up the Voting Equipment to the User's poll site(s) at a time arranged by the County;
- 3.8.2. The User shall allow access to each poll site for the delivery of the Voting Equipment by the County;
- 3.8.3. The Parties hereby acknowledge and agree that the Voting Equipment must be timely delivered to each poll site;

- 3.8.4. The dates for transporting Voting Equipment to and from the poll site(s) shall be determined by the County. The delivery and pick up by the County shall be between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, with the exact dates to be determined by the County. Delivery times may be adjusted with the consent of both parties;
- 3.8.5. The User shall be required to meet a County representative at the time of delivery of the Voting Equipment at each poll site designated by the User, and is responsible for maintaining the Voting Equipment, in particular the Optical Scan Voting Systems and privacy booths, in a secure location.

4. VOTING EQUIPMENT AND SERVICES NOT INCLUDED IN THIS AGREEMENT

4.1. POLL BOOKS:

- 4.1.1. The User shall be solely responsible for the ordering, printing and payment for poll books from NTS Data Services, L.L.C., or other provider, should they desire to utilize the same at their Election;
- 4.1.2. The User shall notify the County in writing by regular mail no later than January 31 of the years 2025, 2026, 2027 and 2028, if they desire the county to print the poll books. Notice must be provided via regular mail or email and shall not be accepted via telephone.
- 4.1.3. Should the User exercise the option in paragraph 4.1.2 above, the User is responsible to bear all the costs for the printing borne by the County.
- 4.1.4. The User shall be responsible for the printing and mailing of absentee ballots, legal notices as required by New York Election Law and privacy sleeves, as well as a supply of pens and/or markers, voter sign-in lists and supply bags.

4.2. RE-VOTE:

- 4.2.1. Re-vote services are not included in this Agreement;
- 4.2.2. Should, for example, the User's budget fail to pass and a re-vote is required, the User shall contact the County in writing and request Voting Equipment from the County for a re-vote within five (5) days of the original Election;

4.2.3. Upon receipt of the User's written request, the County shall, at its sole discretion, decide and advise the User if it is able to provide same. In such circumstances, a separate Agreement with the User, under similar terms and conditions as contained herein, shall be executed, and a separate fee shall be assessed.

4.3. POLL SITE COORDINATORS AND INSPECTORS:

4.3.1. The User shall be solely responsible for securing the services of Poll Site Coordinators ("Coordinators") and Poll Site Inspectors ("Inspectors") for use during elections;

4.3.2. The User agrees to only utilize Coordinators and Inspectors certified to properly handle and operate the Voting Equipment provided by the County, in accordance with New York State Election Law, and the User shall make arrangements to assign the Inspectors and/or Coordinators to the User's designated poll site(s);

4.3.3. Coordinators and Inspectors shall not be considered employees of the County when performing services for the User pursuant to this Agreement, and the User shall be solely responsible for compliance with all relevant wage and labor laws in connection with services performed for User by the said Coordinators and Inspectors;

4.3.4. The User shall be solely responsible for supervising Coordinators and Inspectors during its Election. The County shall not have any involvement in the type, nature or amount of the services the User wishes to have Coordinators and Inspectors perform; all such matters shall be negotiated and agreed upon between the User and Coordinators and Inspectors themselves;

4.3.5. The User shall be responsible for paying Coordinators and Inspectors the standard Oneida County Board of County Legislators' approved rates directly to such Coordinators and Inspectors;

4.3.6. The User shall ensure that Coordinators and Inspectors utilized by the User arrive at the poll site no less than forty-five (45) minutes before the start of any election;

4.3.7. At the close of the polls, Coordinators and/or Inspectors shall print the results tape and read the results aloud. They shall also close and cover the Optical Scan Voting Systems. Neither Coordinators nor Inspectors shall be responsible for any end-of-night paperwork required to be reported by the User pursuant to Education Law Section 2610.

5. POLL SITE LOCATIONS

5.1. The User shall notify the County of the address of each poll site that will be utilized for any election. The User is responsible for all poll site use fees and for completion of any required site use applications and assurances.

6. RETURN OF PROPERTY

6.1. The User shall be responsible for the care and custody of the Voting Equipment while it is in the User's possession;

6.2. The User will assure to the County that poll site locations will have appropriate electrical service for the proper operation of the Voting Equipment and the User shall exercise proper care and use of all Voting Equipment..

6.3. The User shall be responsible for ensuring that all Voting Equipment remains in the same condition as it was in when provided to the User by the County;

6.4. The User shall be solely responsible for any and all damages to any such Voting Equipment that occurs while the Voting Equipment is in the custody of the User, regardless of cause, intent or foreseeability, including any and all damages caused or alleged to be caused by any third party, and shall reimburse the County the cost of the same, including but not limited to, repair or full replacement of the damaged Voting Equipment, at the County's sole discretion;

6.5. The County shall not be liable for any Voting Equipment failures during the Election, including the Optical Scan Voting Systems, nor shall it be liable for any costs incurred by the User as a result of such failures.

7. INDEMNIFICATION

7.1. The obligations of the User under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage;

7.2. To the fullest extent permitted by applicable law, the User (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"),

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

- 7.3. The User shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, or to any other persons (including any Inspectors or Coordinators engaged by the User for the Election), or damage to any property sustained during its operations and work under this Agreement, resulting from any act of omission or commission or error in judgment of any of its officers, employees, trustees, agents, servants or volunteers, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the User, its employees, officers, employees, trustees, agents, servants, or volunteers. The User shall be solely responsible for the safety and protection of all of its employees, volunteers, subcontractors or other agents whether due to the negligence, fault or default of the User or not.

8. INSURANCE REQUIREMENTS

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

- 8.1.1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate;

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

8.1.1.2. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

8.1.2. Workers' Compensation and Employer's Liability

8.1.2.1. Statutory limits apply.

8.1.3. Commercial Umbrella

8.1.3.1. Umbrella limits must be at least \$1,000,000;

8.1.3.2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL;

8.1.3.3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

8.2. Waiver of Subrogation: the User waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

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

9. CHOICE OF LAW/FORUM

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

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

10. SEVERABILITY

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

11. ADVICE OF COUNSEL

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

12. ENTIRE AGREEMENT

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the day and year first above written.

COUNTY OF ONEIDA

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

ONEIDA COUNTY BOARD OF ELECTIONS

By: _____
SARAH F. BORMANN
Democratic Commissioner of Elections

By: _____
NICHOLE D. SHORTELL
Republican Commissioner of Elections

SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT

By: _____
ANTHONY NICOTERA
President of the Board of Education

Approved:

Christopher J. Kalil
Assistant County Attorney

ADDENDUM I --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

