Criminal Justice, Public Safety and Emergency Communications

Thursday, January 21, 2021 @ 9:00 AM

Zoom

AGENDA

9:00 AM Call Meeting to Order

Approval of Minutes

- Approval of Minutes of 12/7/20

Emergency Management:

1. Department Update
2. Authorizing a Memorandum of Understanding with the Village of Manlius for Use of the Emergency Management Training Center for the Year 2021

Sheriff's Office:

1. Authorizing Modification of the 2021 Adopted County Budget - Inmate Haircuts
2. Authorizing Chairman to Amend the Inmate Telephone Services Agreement with Global Tel*Link Corporation - International Calling for Inmates
3. Authorizing Chairman to Apply for a Grant from the New York State Division of Homeland Security and Emergency Services - FY2019 Explosive Detection Canine Team Grant Program
4. Authorizing Attendance at an Out-Of-State Conference - PA, Lt. Zaleski
5. Automatic Contract Renewals: Chittenango Central School District, Psychological Resources, American Mobile Dental, Village of Morrisville, Onondaga County Sheriff's Office & NYS Division of Criminal Justice Services
6. 2020 STOP DWI 4th Quarter Report from Bridges

Other Committee Business:

1. Lou Anne Randall - Sheriff's Uniform Allowance Discussion
2. Authorizing Chairman to Enter Into an Agreement with New York State Office of Indigent Legal Services for a Three-Year Distribution 2020-2022 (3rd CAFA Grant)
3. Re-Appointing a Supervisor to the Jury Board

Preferred Agenda

Next Meeting:

1. February 18, 2021 at 9:00 a.m.

Adjourn

Criminal Justice, Public Safety and Emergency Communications Committee

Meeting Minutes
December 7, 2020
Zoom

PRESENT:	Chairman Pete Walrod Vice Chairman Loren Corbin Supervisor Joe Ostrander Supervisor T.J. Stokes
ALSO:	County Administrator Mark Scimone District Attorney William Gabor First Assistant County Attorney Jeff Aumell Emergency Management Director Dan Degear Sheriff Todd Hood Director of Administrative Services Stephen Laureti Treasurer Cindy Edick Assigned Counsel Administrator David DeSantis

The meeting was called to order by Chairman Pete Walrod at 10:31 a.m. via Zoom.

Minutes:

The minutes of the November 10, 2020 meeting were unanimously approved on the motion of Vice Chairman Loren Corbin and second of Supervisor T.J. Stokes.

Sheriff's Office:

Sheriff Todd Hood presented the following resolutions to the Committee:

Authorizing Chairman to Renew an Agreement with the DeRuyter Central School District for the Use of Special Patrol Officers

The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

Authorizing Chairman to Renew an Agreement with Kelly Springer, Registered Dietician

The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

Discussion: Vice Chairman Corbin asked if it was for nine hours per 90 days, and Sheriff Hood stated that it was for nine hours twice a year or four times a year. She comes in and consults with the jail cook and recommends dietary needs for the inmates.

Authorizing Chairman to Renew an Agreement with the Central New York Society for the Prevention of Cruelty to Animals

The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

Authorizing Chairman to Renew an Agreement for Jail Physician Services
The Committee unanimously approved the resolution on the motion of Walrod and second of Corbin.

Authorizing Chairman to Renew an Agreement with Madison County Council on Alcoholism and Substance Abuse Inc.
The Committee unanimously approved the resolution on the motion of Stokes and second of Corbin.

Authorizing Chairman to Enter into a Data Sharing Addendum with Global Tel-Link Corporation
The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.
Discussion: Vice Chairman Corbin asked if we monitored all phone calls coming in and out. Sheriff Hood said that tablets are given to inmates when they come in that they can give them their jail handbook and phone calls on saying that we take money from those phone calls from GTL that come in through our facility. It helps us track activity and phone calls through the GTL account.

Authorizing Chairman to Renew an Agreement with HealthDirect Institutional Pharmacy Services, Inc.
The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.
Discussion: Vice Chairman Corbin said it stated that it was a two-year contract which Sheriff Hood stated was correct. Director of Administrative Services Stephen Laureti said that they paid for half of the cost of the jail medical software. Medicine is received within 24 hours or so after it is put into the software.

Authorizing Chairman to Amend and Modify an Agreement with UMR, Inc.
The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.
Discussion: Stephen Laureti noted this is for hospital or doctor visits. This company will pay the Medicaid rate which has resulted in us saving a lot of money.

Authorizing an Inter-Municipal Agreement with Onondaga County for Helicopter Services
The Committee unanimously approved the resolution on the motion of Stokes and second of Corbin.

Authorizing Chairman to Renew an Agreement with the Morrisville-Eaton Central School District for the Use of Special Patrol Officers
The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

District Attorney:
District Attorney William Gabor presented the following resolutions to the Committee:
Authorizing the Chairman to Sign Agreement with J. Scott Porter, Esq., for Appellate Case Services

The Committee unanimously approved the resolution on the motion of Stokes and second of Corbin.

Authorizing the Chairman to Sign Agreement with Brenda Shimer, Court Reporter, for Stenographer and Transcription Services
The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.
Discussion: Gabor noted that with criminal justice reform and the new requirement that we have to give grand jury transcripts to all defendants and defense attorneys he anticipated that the budget would increase. Without COVID, he stated they would not have stayed within budget. Both court reporters have asked for an increase per page and per appearance but this doesn't reflect the increase.

Authorizing the Chairman to Sign Agreement with Jessica Thompson, Court Reporter, for Stenographer and Transcription Services
The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

District Attorney William Gabor stated that the courts closed down in March and reopened partially in July for grand jury presentation. In September they were allowed to schedule trials again. A couple weeks ago they canceled trials for us; haven't had a trial since March. Gabor said this has led to some inmates being in jail longer then they might be.

Gabor informed the Committee that he hired Sam Rodgers as a part-time Assistant DA; was approved by the Committee as a full-timer to begin in 2020. Hired him part time so he could campaign. He lost his election so started full time on November 30th.

Gabor stated that grand jury is not allowing them to convene or impanel new grand juries but authorize them to continue existing grand jury. Gabor answered a question from Chairman Walrod on if grand juries were remote. Gabor stated that they were not and that there were some things the court said could not be remote including felony trials, grand jury, felony pleas and sentences. Walrod asked what the status of local courts was. Gabor said they get emails from the Office of Court Administration and their attorney and it seemed like they were shutting things down again. Gabor said the local courts are on a remote schedule on most issues but not completely shut down.

Gabor explained to the Committee that the Medical Examiner's Office has been raising their rates over the last several years. In 2020, instead of a contract with a set rate with a set amount of autopsies they started billing us for individual autopsies. $135,000 was budgeted for 2020. A typical autopsy costs $2,900. As of October, we are over budget. Gabor said he is going to need to get some money to finish up the last two months of medical examiners fees. County Administrator Mark Scimone stated that Treasurer Cindy Edick would do a resolution for up to an amount of $12,000 that could always be modified if needed. The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

Emergency Management:
Emergency Management Director Dan Degear presented the following resolution to the Committee:

Authorizing the Chairman to Enter into an Agreement with Verona Fire District for the Use of Madison County's Interoperable Communications System

The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

Emergency Management Director Dan Degear reported to the Committee that there had been a COVID positive case in the 911 center and said that fortunately the timing of the symptoms created minimal disruption of the center with only three other employees placed on quarantine. All three continued to work as essential employees and no one became ill. The center was cleaned and the maintenance department installed physical barriers between the stations and air purifiers. Chairman Walrod thanked John Regan and his crew for the quick response.

Madison County reissued the State of Emergency on November 23rd as cases are rapidly rising. The EOC has not been activated but we are closely monitoring the situation and working closely with Public Health.

Degear stated that Doug is mostly working at the Training Center and Dan, Mike and Tricia are in the EOC. John is still out on medical leave and should be returning soon working from home.

Testing in the County Office Building atrium has been very successful with two sites so far and more scheduled. Lines are minimal and there has been record turnout.

Looking at testing strategies for the schools if it becomes necessary. Onondaga County EM Director gave Degear a tour of the OnCenter location. This is something we can easily mimic but we will need people.

Degear informed the Committee that the Office of Emergency Management will be moving into the office suite to be vacated by the Public Defender Office. We will be looking at some minor adjustments to the EOC that will improve the space.

User agreements are coming in at a slow pace; hoping for more to be in soon.

All units are here for the radio replacements; we are waiting on programming which was delayed due to COVID issues. Once programmed, we will get them out ASAP.

Degear thanked everyone for their support during his first year as Emergency Management Director.

Other Committee Business:

Chairman Pete Walrod presented the following resolutions to the Committee:

Re-Appointing Members to the Madison County Traffic Safety Board

The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

Authorizing the Modification of the 2020 Adopted County Budget – COVID-19 Expense

The Committee unanimously approved the resolution on the motion of Stokes and second of Corbin.

Discussion: County Administrator Mark Scimone asked Dan how much FEMA reimburses. Degear said it was historically 75%.

Authorizing the Modification of the 2020 Adopted County Budget – Public Defenders

The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

Discussion: Treasurer Cindy Edick said that she was transferring from the contingent fund the amount we would need to fund the additional personal services and social security and

Medicare expense.

Authorizing the Modification of the 2021 Adopted County Budget – Public Defenders

The Committee unanimously approved the resolution on the motion of Corbin and second of Stokes.

Discussion: Treasurer Cindy Edick said that she was taking from the original amount of $672,000 and breaking out what is anticipated to be needed for salaries and fringe benefits for next year.

Assigned Counsel Administrator David DeSantis said they started in November. He noted the first part of the process was figuring out what the plan was going to look like. DeSantis said he spent time reaching out to attorneys to find very qualified attorneys in Madison County. DeSantis said they have mainly attorneys from Madison County with a few attorneys from Oneida and Onondaga. Another goal was to get as many Public Defenders as possible involved in the process. As of today, they have four Public Defenders that are assigned on to the program. DeSantis said they were able to get applications out which have all been submitted to us; have 22 attorneys on the list. For the CAFA list, they have 13 attorneys that will be doing arraignments. Attorneys are assigned to take calls until the end of February. DeSantis said they are working internally on setting up the system so they can transfer all of the Public Defender data over to the Assigned Counsel Program and are working on setting up the billing process. They will also work on the quality side of things. Chairman Walrod asked DeSantis if he would be available on December 17th to speak to the Board to answer any questions, and he said he would be.

Preferred Agenda:

The Committee unanimously approved including all resolutions with the exception of Other Committee Business 2, 3 & 4 in the Committee's Preferred Agenda on a motion of Stokes and second of Walrod.

Adjournment:

The Committee adjourned at 11:42 a.m. on the motion of Stokes and second of Corbin.

Next Meeting Date:

TBD

Respectfully submitted by Tricia Wiley on behalf of Chairman Paul H. Walrod.

RESOLUTION NO. _______

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF MANLIUS FOR USE OF THE EMERGENCY MANAGEMENT TRAINING CENTER FOR THE YEAR 2021

WHEREAS, the County of Madison owns and operates an Emergency Management Training Center (EMTC) located at 6850 Tuttle Road in the Township of Lincoln; and

WHEREAS, the Village of Manlius requested permissions to utilize the EMTC for first responder training; and

WHEREAS, in order to facilitate their use of the EMTC, a Memorandum of Understanding has been developed between the Village of Manlius and the County of Madison.

NOW, THEREFORE BE IT RESOLVED that, the Chairman of the Board of Supervisors is hereby authorized to sign a memorandum of understanding with the Village of Manlius for the use of the Madison County Emergency Management Training Center for the year 2021.

Dated: __________________

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Paul Walrod, Chairman
Criminal Justice, Public Safety, and
Emergency Communications Committee

MEMORANDUM OF UNDERSTANDING: TRAINING FACILITY SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the County of Madison Emergency Management Office and the (Village of Manlius Fire Department) (the Parties).

A. Purpose:

The purpose of this agreement is to facilitate joint training opportunities and optimize utilization of the Madison County Emergency Services Training Facility for Emergency First Responder Training.

B. Reporting Requirements:

All students/firefighters will be required to submit a training authorization form signed by their Fire Chief for participation in training. The training authorization form is to be submitted to the Fire Coordinator or his designee. All firefighters participating must be active members in good standing of their respective departments. The County shall be provided with a copy of any casualty or injury report for any firefighter injured during training and proof of notification of PERMA.

C. Specific expectations within areas or responsibility:

a. Madison County shall facilitate the regular training of emergency service responders in class room, skills evolutions and scenario simulations.
b. All training shall be conducted according to New York State Fire and Emergency Medical guidelines and Firefighter Best Practices.
c. Madison County will maintain a cadre of skilled and authorized Emergency Service Instructors.
d. Madison County will provide a facilitator/site supervisor during all training conducted at the Madison County Emergency Services Training Facility.
e. Fire Department training conducted at the Madison County Emergency Services Training Facility shall be supervised by a training instructor who is at a minimum authorized in "Principles of Instruction" and ideally as a Fire Instructor 1. Live fires will be supervised by a person qualified as a Fire Instructor II.
f. No Fire Department training will be conducted without a signed request form signed by the respective Fire Chief for participation in training. This form shall include objectives, planned supervision, and officer in charge information, and is to be submitted to the Madison County Fire Coordinator or his designee at least two weeks prior to the requested training date.
g. The local fire department hosting the training shall be responsible for supplying all necessary tools and equipment as well as performing complete site cleanup after use.
h. No burning of any type shall be conducted as part of Fire Department training unless specifically authorized and prepared for by the County Fire Coordinator and conducted according to NFPA 1403.

i. No individual/organization who is not an active member of Onondaga County Fire Service shall be allowed to participate in Fire Department level training without meeting the requirements of this Memorandum of Understanding.

D. Timeframe/Term:

This agreement shall be effective on January 1, 2021 and shall be valid for a one (1) year term. Either party can withdraw from this agreement at any time provided that written notice is given to the other party ninety (90) days before termination.

E. Indemnification/Liability:

Regarding the operations and responsibilities concerning this MOU, the (Village of Manlius Fire Department) further covenants and agrees to indemnify, defend and hold harmless the County of Madison, their officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the (Village of Manlius Fire Department), its members, employees or agents in connection with this Agreement. For purposes of this agreement, the term "agents" shall also include any volunteers under the supervision of the (Village of Manlius Fire Department) Fire Department.

Regarding the operations and responsibilities concerning this MOU, the County of Madison further covenants and agrees to indemnify, defend and hold harmless the (Village of Manlius Fire Deprtment), their members, officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the County, its employees or agents in connection with this Agreement. For purposes of this agreement, the term "agents" shall also include any volunteers under the supervision of the County of Madison.

F. Insurance Requirements:

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

1) **Commercial General Liability** (CGL) coverage with limits of Insurance of not less than $1,000,000 each occurrence and $2,000,000 Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, contractual liability, independent contracts, products-completed operations, and personal

and advertising injury.

Madison County, the Madison County Office of Emergency Management, and their Agents, officers, directors and employees, 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 insured's.

2) **Automobile Liability**
Business Auto Liability with limits of at least $1,000,000 each accident.
Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
Madison County, the Madison County Office of Emergency Management, and their agents, officers, directors and employees, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

3) **Workers Compensation and Employers Liability**
- Statutory New York limits apply.
- Covering Employees and Volunteer Fire Personnel.

4) **Commercial Umbrella**
Umbrella limits must be at least $1,000,000.
Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, and Employers Liability coverages maintained by the County.

G. Waiver of Subrogation:

The (Village of Manlius Fire Department) 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 Commercial General Liability, Automobile Liability, Umbrella Liability, or Workers Compensation & Employers Liability insurance maintained per requirements stated above.

H. Certificates of Insurance:

Prior to the start of any activities associated with this agreement, the (Village of Manlius Fire Department) shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the (Village of Manlius Fire Department)'s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

I. Confidentiality:

a. In order to ensure the safety of all participants, all parties to this Memorandum of Understanding agree to adhere to the confidentiality expectations of each municipal government and the Human Resources policies of each party.
b. No participant is to take photographs or recordings of any training activities and distribute them by any means (including social media) without the express written consent of the Fire Coordinator.
c. This Memorandum of Understanding is the complete agreement between the parties, and may be amended only by written agreement signed by each of the parties involved.
d. This Memorandum of Understanding must be signed by all parties. Signatories must be officially authorized to sign on behalf of the party, and include title and agency name.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers and/or agents as of the day and year first set forth above.

DATED: ____________ By: ________________________________

John M. Becker, Chairman,
Madison County Board of Supervisors

DATED: ____________ By: ________________________________

____

Name Title

(Village of Manlius)

STATE OF NEW YORK)
COUNTY OF MADISON)

On the __day of _____________, 2021_ , before me, the undersigned, personally appeared John M. Becker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Appointed in _______________ County

My Commission Expires:

____

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the __day of _____________, 201_, before me, the undersigned, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _______________ County

My Commission Expires:

____

Notary

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2021 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2021 Adopted County Budget be modified as follows:

	From	To
General Fund		
3150 Sheriff-Correctional Facility		
Expense		
A315030 547165 Inmate Hair Cuts	$-0-	$3,000
Control Total		$3,000
Revenue		
A315030 427709 Inmate Commissary Account	$-0-	$3,000
Control Total		$3,000

Dated: February 9, 2021

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Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

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Yvonne M. Nirelli, Chairwoman
Finance, Ways & Means Committee

RESOLUTION NO.______

AUTHORIZING THE CHAIRMAN TO AMENDTHE INMATE TELEPHONE SERVICES AGREEMENT WITH GLOBAL TEL*LINK CORPORATION

WHEREAS, the Sheriff's Office currently has an Agreement with Global Tel*Link Corporation (GTL) for inmate phone services; and

WHEREAS, the GTL Corporation desires to continue in entering into contract with the County of Madison to provide inmate phone and communication services; and

WHEREAS, there are inmates that are in need of calling internationally and we are currently unable to provide that with our agreement with GTL; and

WHEREAS, with this amendment GTL will provide international calling capability at the standard international rates; and

WHEREAS, inmates will be charged a per minute amount per the rates listed in Addendum A and there is no cost to the County for this; and

WHEREAS, both parties agree to this amendment through November 17, 2021; and

WHEREAS, this amendment has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and he hereby is authorized to amend the agreement on behalf of the County of Madison with GTL Corporation, a copy of which is on file with the Clerk of the Board of Supervisors.

Dated: February 9, 2021

____
Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

AMENDMENT TO THE
INMATE TELEPHONE SERVICES AGREEMENT

This Amendment ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Services, dated November 18, 2014 (the "Agreement"), by and between Global Tel*Link Corporation, with an address of 3120 Fairview Park Drive, Falls Church, VA 22042 and Madison County, with an address of 138 North Court Street, Wampsville, New York 13163 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, Company and Premise Provider previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Company has agreed to provide the Premise Provider with international calling capability at the standard Company International Rates. Inmates will be charged a per minute amount per the rates listed in Addendum A below.

2. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.

3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

MADISON COUNTY

By:________________________
Name:
Title:
Date: __________________________

GLOBAL TEL*LINK CORPORATION

By:___________________________
Name:
Title:
Date:___________________________

Addendum A

CC	Country	Per Minute
7	Russia	$0.60
20	Egypt, Arab Republic of	$0.60
27	South Africa, Republic of	$0.60
30	Greece	$0.60
31	Netherlands	$0.60
32	Belgium	$0.60
33	France	$0.60
34	Spain	$0.60
36	Hungary	$0.60
39	Italy - Vatican City	$1.00
40	Romania, Socialist Republic of	$0.60
41	Switzerland	$1.00
43	Austria	$0.60
44	United Kingdom	$0.60
45	Denmark	$0.60
46	Sweden	$0.60
47	Norway (including Svalbard)	$0.60
48	Poland, People's Republic of	$0.60
49	Germany	$0.60
51	Peru	$1.00
52	Mexico	$0.60
53	Cuba - Guantanamo (U.S. Naval Base)	$1.50
54	Argentina	$0.60
55	Brazil	$0.60
56	Chile	$1.00
57	Colombia	$0.60
58	Venezuela	$1.00
60	Malaysia	$0.60
61	Australia - Christmas & Cocos Islands	$0.60
62	Indonesia	$0.60
63	Philippines	$0.60
64	New Zealand (Including Chatham Island)	$0.60
65	Singapore, Republic of	$0.60
66	Thailand	$0.60
81	Japan (Including Okinawa)	$0.60
82	Korea, South	$0.60
84	Vietnam, Socialist Republic of	$0.60
86	China, P.R.of	$0.60
90	Turkey	$1.00

CC	Country	Per Minute
91	India	$0.60
92	Pakistan	$0.60
93	Afghanistan	$2.00
94	Sri Lanka, Democratic Socialist	$0.60
95	Myanmar	$3.00
98	Iran	$0.60
212	Morocco,Kingdom of	$0.50
213	Algeria	$1.00
216	Tunisia, Democratic Republic of	$1.00
218	Libyan Arab People's Socialist Jamahiriya	$1.00
220	Gambia	$1.00
221	Senegal Republic	$1.00
222	Mauritania, Islamic Republic of	$1.50
223	Mali, Republic of	$0.60
224	Guinea, People's Revolutionary Republic	$1.00
225	Ivory Coast, Republic of	$1.00
226	Burkina Faso	$0.60
227	Niger, Republic of	$1.50
228	Togo, Republic of	$0.60
229	Benin,	$0.60
230	Mauritius	$2.00
231	Liberia	$1.00
232	Sierra Leone	$1.00
233	Ghana	$0.60
234	Nigeria, Federal Republic of	$0.60
235	Chad, R. of	$2.50
236	Central African Republic	$1.50
237	Cameroon	$0.60
238	Cape Verde Islands	$0.60
239	Sao Tome	$3.00
240	Equatorial Guinea, R.of	$3.00
241	Gabon Republic	$1.50
242	Congo, R.of	$1.50
243	Zaire, Republic of	$1.50
244	Angola	$0.60
245	Guinea-Bissau	$1.00
246	Diego Garcia	$4.00
247	Ascension Island	$2.00
248	Seychelles Islands	$1.50
249	Sudan	$0.60
250	Rwanda	$0.60
251	Ethiopia	$0.60

CC	Country	Per Minute
252	Somali Republic	$2.00
253	Djibouti, R.of	$1.00
254	Kenya, Republic of	$0.60
255	Tanzania	$1.00
256	Uganda	$1.50
257	Burundi	$1.00
258	Mozambique	$2.00
260	Zambia	$1.50
261	Madagascar, Democratic Republic of	$3.00
262	Reunion Island	$2.00
263	Zimbabwe	$1.00
264	Namibia	$1.50
265	Malawi	$1.50
266	Lesotho	$1.50
267	Botswana	$0.60
268	Swaziland	$1.50
269	Comoros, Federal and Islamic Republic of {Mayotte Island}	$2.00
290	St. Helena, Republic of	$2.50
291	Eritrea	$0.60
297	Aruba	$0.60
298	Faeroe Islands	$0.60
299	Greenland	$0.60
350	Gibraltar	$1.50
351	Portugal (Including Azores and Madeira Islands)	$0.60
352	Luxembourg	$0.60
353	Ireland	$0.60
354	Iceland	$1.00
355	Albania	$1.50
356	Malta, Republic of	$1.50
357	Cyprus	$1.00
358	Finland	$0.60
359	Bulgaria	$0.60
370	Lithuania	$1.50
371	Latvia	$1.50
372	Estonia	$1.50
373	Moldova	$0.60
374	Armenia	$0.60
375	Belarus	$0.60
376	Andorra	$1.00
377	Monaco	$1.00
378	San Marino	$0.60

CC	Country	Per Minute
380	Ukraine	$0.50
381	Yugoslavia, Federal Republic of	$0.60
385	Croatia, R.of	$1.00
386	Slovenia, Republic of	$1.00
387	Bosnia-Herzegovina,R.of	$1.00
389	Macedonia, Former Yugoslav Republic of	$1.00
420	Czech Republic	$1.00
421	Slovakia	$1.00
423	Liechtenstein	$1.00
500	Falkland Islands	$1.50
501	Belize	$0.60
502	Guatemala	$0.60
503	El Salvador	$0.60
504	Honduras	$0.60
505	Nicaragua	$0.60
506	Costa Rica	$0.50
507	Panama, Republic of	$0.60
508	St. Pierre & Miquelon	$1.50
509	Haiti	$0.60
590	Guadeloupe	$1.00
591	Bolivia	$0.60
592	Guyana	$0.60
593	Ecuador	$0.60
594	French Guiana	$1.50
595	Paraguay	$0.60
596	French Antilles (Martinique, St. Barthelemy and St. Martin)	$1.50
597	Suriname, Republic of	$1.50
598	Uruguay	$0.60
599	Netherlands Antilles	$0.60
670	East Timor	$2.00
672	Norfolk Island	$3.00
673	Brunei	$1.00
674	Nauru	$4.50
675	Papua New Guinea	$1.50
676	Tonga Islands	$1.50
677	Solomon Islands	$3.00
678	Vanuatu, Republic of	$4.00
679	Fiji Islands	$1.50
680	Palau, Republic of	$1.50
681	Wallis & Fortuna Islands	$4.50
682	Cook Islands	$2.00

CC	Country	Per Minute
683	Niue	$5.00
685	Western Samoa	$1.00
686	Kiribati	$1.50
687	New Caledonia	$1.50
688	Tuvalu	$2.00
689	French Polynesia	$2.00
692	Marshall Islands	$1.00
850	Korea, North	$3.00
852	Hong Kong	$0.60
853	Macao	$1.50
855	Cambodia	$3.00
856	Laos	$3.00
880	Bangladesh, P.R. of	$0.60
886	Taiwan	$0.60
960	Maldives, Republic of	$1.50
961	Lebanon	$0.60
962	Jordan	$0.60
963	Syrian Arab Republic	$0.60
964	Iraq	$0.60
965	Kuwait	$0.60
966	Saudi Arabia	$0.60
967	Yemen	$0.50
968	Oman	$0.60
971	United Arab Emirates	$0.60
972	Israel	$0.60
973	Bahrain	$1.00
974	Qatar	$1.50
975	Bhutan	$2.00
976	Mongolian People's Republic	$0.60
977	Nepal	$0.60
992	Tajikistan	$1.00
993	Turkmenistan	$1.50
994	Azerbaijan	$0.60
995	Georgia	$0.60
996	Kyrgyzstan	$1.50
998	Uzbekistan	$0.60

RESOLUTION NO. ___________

AUTHORIZING THE CHAIRMAN TO APPLY FOR A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES – FY2019 EXPLOSIVE DETECTION CANINE TEAM GRANT PROGRAM

WHEREAS, the County of Madison has recognized the need to ensure the safety and security of its citizens; and

WHEREAS, the County of Madison is eligible to apply for a grant from the New York State Division of Homeland Security and Emergency Services for explosive detection canine teams to provide visible, proactive police presence in areas of mass gathering, transportation centers and critical infrastructure sites. In addition to this deterrence presence they provide a mobile response capability for detection and identification of potential explosive device type incidents; and

WHEREAS, the award under this program is set at $15,000.00; and

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to apply on behalf of the County of Madison for a grant from the New York State Division of Homeland Security and Emergency Services, in form as is on file with the Clerk of the Board.

DATED: February 9, 2021

____
Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. ________

AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Sheriff)

WHEREAS, the Less Lethal Instructor Course will be held April 19-22, 2021 in Middletown, PA; and

WHEREAS, Todd Hood, Madison County Sheriff, has requested that Lance Zaleski, Deputy Sheriff Lieutenant, attend this conference; and

WHEREAS, the expenses are fully funded through appropriations in the Office of the Sheriff's 2021 budget; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee, and the Government Operations Committee;

NOW, THEREFORE BE IT RESOLVED that Lance Zaleski be and hereby is authorized to attend said conference at a cost not to exceed $1,793.27.

Date: February 9, 2021

____
Mary B. Cavanagh, Chairman
Government Operations Committee

STOP DWI Madison County

BRiDGES

4th Quarter Report (October-December 2020)

Community Collaboration & Outreach:

1. Red Ribbon Week-Burch created Fall crosswords sponsored by STOP-DWI Madison County to be added to kids bags during Red Ribbon Week. Burch also added postcards for parent bags about risks of drunk/ impaired driving. Red Ribbon bags were distributed to libraries across Madison County including: DeRuyter Free Library, New Woodstock Free Library, Hamilton Public Library, Earlville Public Library, and Canastota Public Library.

People Reached: 150

2. #ChooseTheBetterBrew campaign-Burch created Coffee Loyalty punch cards to partner with local coffee/cafe businesses in Madison County. Burch put together STOP-DWI Madison County goodie bags. Burch distributed Coffee Loyalty cards, Advertisement flyers and goodie bags to HipStir Cafe in Oneida and FoJo Beans in Hamilton. Burch also prepared and distributed a Press Release to Madison County Courier and CNY Central contacts (although never published).

People Reached: 40

3. Holiday season PSA featuring Sgt Matt White- Burch created script for Sgt White, recorded Sgt White at MCSO. Burch then created a 30 second PSA reminding the public about sober driving during the holiday season. Burch then distributed the PSA on social media.

People Reached: 521

4. Non-Profit Consortium meeting- Burch virtually attended the nonprofit consortium meeting at the beginning of each month during the quarter to update other organizations on how BRiDGES is operating through the COVID-19 pandemic and continue to collaborate with other partners.

People Reached: 15

Education Outreach:

1. Victim Impact Panel – A Victim Impact Panel is hosted every other month at BRiDGES, Madison County Council on Alcoholism and Substance Abuse for people who have been referred by court, probation, etc. People in attendance on a normal basis hear a speaker, who has been chosen by the VIP Administrator, who shares their story

about how they have been impacted by drunk driving. After the speaker has shared their story, the group processes the story they just heard and are challenged about their own behaviors and what got them where they are today.

October and December– VIP was cancelled due to COVID-19, virtual options are being explored and a target start date for February 2021 has been set.

2. Alcohol Literacy Challenge is a youth alcohol prevention program created by Dr. Peter DeBenedittis included in SAMHSA's National Registry of Evidence Based Programs. This program challenges and changes student's perceptions and thoughts about alcohol and underage drinking.

   a. Burch created presentation notes and went over notes for ALC. Burch communicated with Trisha at Cazenovia to coordinate a presentation of ALC for her students. Burch presented ALC virtually on December 7th and 8th to Cazenovia Students in three separate classes.

People Reached: 30

3. TIPS Training - TIPS (Training for Intervention ProcedureS) is a dynamic, skills-based training program designed to prevent intoxication, drunk driving and underage drinking by enhancing the fundamental "people skills" of servers, sellers and consumers of alcohol. TIPS gives individuals the knowledge and confidence they need to recognize potential alcohol-related problems and intervene to prevent alcohol-related tragedies.

   a. TIPS was offered to Shelly's Restaurant (DeRuyter, NY) virtually. Burch kept in contact with Shelly's owner (Michele). Shelly's Restaurant completed 5 courses and signed a Server Training Policy implementing TIPS or something similar.
   b. Burch created postcards presenting the benefits of TIPS for servers, availability of eTIPS (virtual option during COVID-19 pandemic) and offering businesses $10 reimbursement for each course taken when signing a Server Training Policy with BRiDGES. Burch sent out 75 postcards to all on premise liquor license holders within Madison County.

People Reached: 75

Social Media:

- **Facebook**
  a. October– People Reached: 376
  b. November – People Reached: 1,191

c. December – People Reached: 1,066

· **Instagram**

d. October– People Reached: 3

e. November– People Reached: 7

f. December- People Reached: 9

January 8, 2021

Effective January 2021, Corrections Division Captain and Lieutenants are to receive (1) annual uniform allowance check of $500 to purchase uniforms.

Jail management staff are not members of the Teamsters Union, and therefore do not receive a uniform allowance.

Previously, the Sheriff's Office purchased all items needed for these employees.

The $500 allowance check will allow the Captain and Lieutenants to purchase their own uniform items as well as put a cap on the amount being spent.

Todd M. Hood

Sheriff Hood

P.O. Box 16, WAMPSVILLE, NEW YORK 13163
PH: 315-366-2318 FAX: 315-366-2286 https://www.madisoncounty.ny.gov/sheriff

RESOLUTION NO. _______

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES FOR A THREE-YEAR DISTRIBUTION 2020-2022 (3rd CAFA GRANT)

WHEREAS, the County of Madison by Resolution 18-154 dated April 10, 2018, entered into an agreement with the New York State Office of Indigent Legal Services for a Three-Year Distribution for January 1, 2017-December 31, 2019 (2nd CAFA Grant); and

WHEREAS, the New York State Office of Indigent Legal Services and the County of Madison desire to enter into an agreement for the provision of funds to further assist the County in improving the quality of indigent legal services provided by such County pursuant to Article 18-B of the County Law for an additional Three-Year Distribution for January 1, 2020-December 31, 2022; and

WHEREAS, the maximum amount of funds available and payable to the County under this three-year distribution for 2020-2022 shall not exceed $427,310; and

WHEREAS, the County shall be reimbursed only for costs actually incurred in accordance with this Agreement. Payments shall be made in arrears on a quarterly basis and shall be processed upon submission by the County and approval by the NYS Office in Indigent Legal Services of appropriate statements and vouchers; and

WHEREAS, this Agreement shall be in effect for the period from January 1, 2020 to December 31, 2022, unless terminated earlier pursuant to its terms; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with the NYS Office of Indigent Legal Services, in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

____
Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<table>
<tr><td>STATE AGENCY (Name & Address):

NYS Office of Indigent Legal Services
A. E. Smith Building, 11th Floor
80 South Swan Street
Albany, NY 12210</td><td>BUSINESS UNIT/DEPT. ID: OLS01
1350200

CONTRACT NUMBER: CAFA324

CONTRACT TYPE:
☒ Multi-Year Agreement
☐ Simplified Renewal Agreement
☐ Fixed Term Agreement</td></tr>
<tr><td>CONTRACTOR SFS PAYEE NAME:

Madison, County of</td><td>TRANSACTION TYPE:
☒ New
☐ Renewal
☐ Amendment</td></tr>
<tr><td>CONTRACTOR DOS INCORPORATED NAME:</td><td>PROJECT NAME:

Third Counsel at First Appearance</td></tr>
<tr><td>CONTRACTOR IDENTIFICATION NUMBERS:

NYS Vendor ID Number: 1000002594
Federal Tax ID Number: 15-6000459
DUNS Number (if applicable):</td><td>AGENCY IDENTIFIER:

CFDA NUMBER (Federally funded grants only):</td></tr>
<tr><td>CONTRACTOR PRIMARY MAILING ADDRESS:

County of Madison
Office of the Public Defender
County Office Building
PO Box 576
Wampsville, NY 13163

CONTRACTOR PAYMENT ADDRESS:
☐ Check if same as primary mailing address

Madison County Treasurer’s Office
138 North Court Street
Wampsville, NY 13163

CONTRACTOR MAILING ADDRESS:
☒ Check if same as primary mailing address</td><td>CONTRACTOR STATUS:

☐ For Profit
☒ Municipality, Code: 250100000000
☐ Tribal Nation
☐ Individual
☐ Not-for-Profit

Charities Registration Number:

Exemption Status/Code:

☐ Sectarian Entity</td></tr>
</table>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT (*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount):
From: January 1, 2020 **To: December 31, 2022** CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	**CURRENT: $427,310.00** AMENDED: FUNDING SOURCE(S): ☒ State ☐ Federal ☐ Other

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 and Requirement Mandated by Federal Laws

☒ Attachment B:
- ☒ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4-Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting Schedule

☐ Other:

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

CONTRACTOR:	STATE AGENCY:
______________________________	__NYS Office of Indigent Legal Services_____
______________________________	______________________________
By:______________________________	By: ______________________________
______________________________ Printed Name	____William J. Leahy ____________________ Printed Name
Title: ______________________________	Title:_Director – Office of Indigent Legal Services__
Date:______________________________	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	STATE COMPTROLLER'S SIGNATURE
______________________________	______________________________
______________________________ Printed Name	______________________________ Printed Name
Title:______________________________	Title:______________________________
Date:______________________________	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-2[1], Attachment B, Attachment C and Attachment D

4. The Face Page

5. Attachment A-2[2], 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

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[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).

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

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

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

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

J. **Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

[3] As 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.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, “Full Execution” shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

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

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

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

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

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

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

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

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

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

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

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

[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.

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

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

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

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

[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.

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 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).

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. *Cost Allocation*:

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned 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

[9] Not applicable to not-for-profit entities.

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.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

THIRD COUNSEL AT FIRST APPEARANCE

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

NYS Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

John M. Becker, Chairman
Madison County Board of Supervisors
PO Box 635
138 North Court Street
Wampsville, NY 13163
(315) 366-2201
jbecker@townofsullivan.org

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

Office of Indigent Legal Services
THIRD COUNSEL AT FIRST APPEARANCE
January 1, 2020- December 31, 2022

COUNTY OF MADISON

Total Contract Amount: $427,310.00

Budget Expenditure Item	Year 1 1/1/20 - 12/31/20	Year 2 1/1/21 - 12/31/21	Year 3 1/1/22 - 12/31/22
Personnel:			
2 (FT) Assistant Public Defenders - Salary	$95,000.00	$0.00	$0.00
Medical Insurance Plans for 2 FT Assistant PD's	$12,000.00	$0.00	$0.00
Payroll Taxes for 2 (FT) Assistant PD's	$13,910.00	$0.00	$0.00
Malpractice Insurance for 2 (FT) Assistant PD's	$1,400.00	$0.00	$0.00
Subtotal Personnel	**$122,310.00**	**$0.00**	**$0.00**
Contractual/Consultant:			
18-B Attorneys - Stipends	$0.00	$109,500.00	$109,500.00
18-B Attorney Travel at Statutory Rates	$0.00	$40,065.00	$32,935.00
Subtotal Contractual/Consultant	**$0.00**	**$149,565.00**	**$142,435.00**
OTPS:			
Computer Equipment/Software/Phones	$4,000.00	$0.00	$0.00
Travel/Mileage	$8,000.00	$0.00	$0.00
Trainings/CLE Trainings/Meetings/Seminars	$1,000.00	$0.00	$0.00
Subtotal OTPS	**$13,000.00**	**$0.00**	**$0.00**
TOTAL	**$135,310.00**	**$149,565.00**	**$142,435.00**
THREE-YEAR TOTAL	**$427,310.00**		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

THIRD COUNSEL AT FIRST APPEARANCE

JANUARY 1, 2020 – DECEMBER 31, 2022

COUNTY OF MADISON

GOAL: To make demonstrable and measurable improvements in the delivery of indigent defense services to eligible persons at a defendant's first appearance before a judge.

Task #1

Provide partial funding of salary for two (2) full-time Assistant Public Defenders to provide counsel to clients at first appearance and beyond.

Performance Measure:

- Number of clients represented at first appearance before a judge
- Increase quality of timeliness of representation provided to clients

Program Location:

- Office of the Public Defender, Madison County

Task #2

Provide funding for medical insurance plans, payroll taxes, and attorney malpractice insurance for two (2) full-time Assistant Public Defenders.

Performance Measure:

- Contributing $500 monthly toward monthly medical insurance plans
- Estimated payroll taxes calculated at thirteen percent
- Attorney Malpractice insurance at an annual cost of $1,400 to protect attorneys against claims of professional negligence

Program Location:

- Office of the Public Defender, Madison County

Task #3

Provide stipends to 18-B Attorneys to represent defendants at custodial arraignments. 18-B Attorneys will be paid a stipend that totals $300/day. The County is currently creating a Centralized Arraignment Program (CAP) for custodial arraignments that will handle all custodial arraignments in one of two arraignment sessions per day – a morning session and an evening session. Prior to CAP implementation, the arraignments can occur any time of the day or night, with attorneys being on-call for arraignments. Thus, payment will occur as follows:

- Prior to implementation of the CAP, attorneys will be paid $300 to be on-call for a 24-hour shift.
- Once the CAP is implemented, attorneys will be paid $150 per CAP session.

Performance Measure:

- Number of clients represented at first court appearance
- Increase quality because of timeliness of representation provided to clients

Program Location:

- Assigned Counsel Program, Madison County

Task #4

Provide funding to pay 18-B Attorneys for the time they travel to and from court for arraignments at the current statutory rates; $75/hr. for Felonies and $60/hr. for Misdemeanors.

Performance Measure:

- Number of cases each 18-B Attorney handles annually for the Assigned Counsel Program
- Allowing for in-person representation of defendants at their first court appearance, which is a critical proceeding
- Ensure effective assistance of counsel and timely disposition of appeals

Program Location:

- Assigned Counsel Program, Madison County

<u>Task #5</u>

Provide funding for incidental and operational expenses (e.g. equipment and software, telephones and phone lines) for the two (2) full-time Assistant Public Defenders.

Performance Measure:

- Better utilization of new technologies and existing resources to more efficiently manage increasing caseload

Program Location:

- Office of the Public Defender, Madison County

<u>Task #6</u>

Provide funding of travel/mileage at the standard IRS mileage rates and associated travel expenses (e.g., tolls, parking lot/garage fees, parking meters) for attorneys to effectively represent their client at first appearance to the various courts within the county.

Performance Measure:

- Impact of case outcomes as a result of travel

Program Location:

- Office of the Public Defender, Madison County
- Assigned Counsel Program. Madison County

<u>Task #7</u>

Provide Continuing Legal Education (CLE) Trainings and other trainings/meetings/seminars for the Public Defender and Attorneys and Staff and Assigned Counsel Program panel attorneys in subject areas related to the provision of indigent legal services under Article 18-B of the County Law.

Performance Measure:

- Number of attorneys who attended CLE Trainings and other training courses in subject areas related to the provision of Article 18-B services
- Impact on case outcomes as a result of additional, and ongoing training

Program Location:

- Office of the Public Defender, Madison County
- Assigned Counsel Program, Madison County
- Various, as determined by location of training

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

THIRD COUNSEL AT FIRST APPEARANCE

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, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. Recoupment of any advance payment shall be recovered by crediting (100%) 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: n/a	Due Date: n/a
Period: n/a	Amount: n/a	Due Date: n/a
Period: n/a	Amount: n/a	Due Date: n/a
Period: n/a	Amount: n/a	Due Date: n/a

B. Interim and/or Final Claims for Reimbursement
Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**
Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st
2nd Quarter: April 1st – June 30th
3rd Quarter: July 1st – September 30th
4th Quarter: October 1st – December 31st

☐ **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:____

☐ **Scheduled Reimbursement**
Due Date:____

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 thirty (30) 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 Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (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.

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 this 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.

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[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People 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.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
#1 (*Refer to Attachment D. II. C. "Other Reports*")	First year of grant *(Refer to Attachment C, Work Plan)*	90 days following end of first year
#2 (*Refer to Attachment D. II. C. "Other Reports*")	Second year of grant *(Refer to Attachment C, Work Plan)*	90 days following end of second year
#3 (*Refer to Attachment D. II. C. "Other Reports*")	Third year of grant *(Refer to Attachment C, Work Plan)*	90 days following end of third year

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

RESOLUTION NO. 21- ______

RE-APPOINTING A SUPERVISOR TO THE JURY BOARD

WHEREAS, Section 652 of the Judiciary Law states that there shall be established for each County, except Albany, Westchester, Suffolk and Nassau, a County Jury Board consisting of the Justice of the Supreme Court, the Senior County Judge and any member of the Board of Supervisors who shall be designated for that purpose by the Board of Supervisors; and

WHEREAS, Alexander Stepanski, Supervisor from the town of Stockbridge has served on this Board and wishes to be re-appointed for a new term; and

NOW, THEREFORE BE IT RESOLVED, that Alex Stepanski, Supervisor from the town of Stockbridge be and he is hereby re-appointed to serve on the Jury Board for a one year term, commencing on January 1, 2021 and expiring on December 31, 2021.

Dated: February 9, 2021

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Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee