Judiciary & Public Safety Committee

Committee Meeting

~ Minutes ~

60 Central Ave.
Cortland, NY 13045
http://www.cortland-co.org

Thursday, April 13, 2023 **9:00 AM** **Room B20**

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Kelly L. Fairchild-Preston

Attendee Name	Organization	Title	Status	Arrived
Christopher Newell	Cortland County, NY	Committee Member	Excused	
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Vice Chair	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerkof the Legislature	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Budd Rigg	Cortland County, NY	Undersheriff	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Michael Bidwell	Cortland County, NY	Public Defender's Office	Present	
Andrea Herzog	Cortland County, NY	Finance Director	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Amber Ayres	Cortland County, NY	Dispatch Supervisor	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Late	9:06 AM
Ronald J. Van Dee	Cortland County,	Board Member	Late	9:27

	NY			AM
Patricia Dawson	Cortland County, NY	Deputy Clerk of the Legislature	Remote	
Margaret Mellott	Cortland Standard	Reporter	Remote	
Eddie Velazquez	Cortland Voice	Reporter	Remote	

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Mar 9, 2023 9:00 AM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

RESOLUTIONS

AGENDA ITEM NO. 1 – Amend 2023 Budget to Cover Parking Lot Surveillance - Sheriff

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/27/2023 6:00 PM
MOVER:	Eugene Waldbauer, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Amend 2023 Budget to Cover Parking Lot Surveillance - Sheriff

WHEREAS, the Cortland County Sheriff's Office contracted with Cedar Path Solutions Group in 2018 to install parking lot surveillance at 54 Greenbush St., Cortland, NY, AND

WHEREAS, in 2021, it was determined Cedar Path Solutions Group was unable to complete said project and issued a refund for payments made, AND

WHEREAS, in 2022, the Sheriff contracted with Beard Electric LLC to install parking lot surveillance at a cost of $26,668, AND

WHEREAS, the project was completed in 2023 and funds need to be added to the Jail budget to cover project costs, NOW THEREFORE BE IT

RESOLVED, that the 2023 County budget is amended as follows:

Increase

A31505.54076	Building Repair & Maintenance	$26,668.00
A359900	Unappropriated Fund Balance	$26,668.00

AGENDA ITEM NO. 2 – Authorize Use of County Vehicle Repair/Replacement Reserve for Sheriff Vehicle - Sheriff's Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/27/2023 6:00 PM
MOVER:	Kelly L. Fairchild-Preston, Committee Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Authorize Use of County Vehicle Repair/Replacement Reserve for Sheriff Vehicle - Sheriff's Department

WHEREAS, the Cortland County Legislature adopted Resolution No. 107-15, which established the County Vehicle Repair/Replacement Reserve for the purpose of vehicle related costs, AND

WHEREAS, funds are required for the lease payoff on a Sheriff Road Patrol vehicle damaged beyond repair, AND

WHEREAS, the County Vehicle Repair/Replacement Reserve balance at February 28, 2023 was $173,938.69, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature be and hereby approves the use of the County Vehicle Repair/Replacement Reserve for the lease payoff, AND BE IT FURTHER

RESOLVED, the 2023 budget is hereby amended as follows:

Increase:

A31205.54765	Judgments & Claims	$19,404.70
A351100	Appropriated Reserves	$19,404.70

AGENDA ITEM NO. 3 – Abolish Investigator (Part-Time)/Create Investigator (Full-Time) - Public Defender's Office

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/27/2023 6:00 PM
MOVER:	Kelly L. Fairchild-Preston, Committee Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Abolish Investigator (Part-Time)/Create Investigator (Full-Time) - Public Defender's Office

WHEREAS, the needs of the Public Defender's Office will be better served by abolishing one (1) Investigator (part-time) position and creating one (1) Investigator (full-time) position, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Investigator (Grade 7H, Management Compensation Plan,

$25.2484-33.6056/hr, exempt class, 17 hours/week) be and hereby is abolished effective April 27, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Investigator (Grade 7H, Management Compensation Plan, $25.2484-33.6056/hr, exempt class, 35 hours/week) be created with permission to fill effective April 28, 2023 at 12:01 am, AND BE IT FURTHER

RESOLVED, that this position is dependent on the related grant funding and will be abolished unless extended by resolution prior to grant funding being exhausted.

AGENDA ITEM NO. 4 – Accept and Authorize 2023 Emergency Management Performance Grant - Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/18/2023 10:00 AM
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Accept and Authorize 2023 Emergency Management Performance Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $21,478 in support of the Emergency Management Performance Grant (EMPG), AND

WHEREAS, the fiscal period for this grant is October 1, 2023 to September 30, 2025, AND

WHEREAS there is a required County match of $21,478 which has been budgeted as the salary of the Assistant Director of the Department of Emergency Response & Communications, NOW THEREFORE BE IT

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
INCREASE REVENUE BUDGET:				
A34105.43306.25EMP	DHSES Grant	0	$21,478	$21,478
INCREASE EXPENDITURE BUDGET:				
A34105.51005.25EMP	Personnel	0	$21,478	$21,478

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services in an amount not to exceed $21,478, AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

AGENDA ITEM NO. 5 – Accept and Award NYS Homeland Security Grant - Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/18/2023 10:00 AM
MOVER:	Susan Wilson, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Accept and Award NYS Homeland Security Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $51,215 resulting in no new county costs, in support of NYS State Homeland Security Grant Program, AND

WHEREAS, the fiscal period for this grant is September 1, 2022 to August 31, 2025, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2023 budget is amended as follows:

	Current	Change	Revised
A34105.43306.25SHS DHSES Grant	0	$51,215	$51,215
A34105.54048.25SHS PROGRAM SUPPLIES	0	$51,215	$51,215

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $51,215, AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

AGENDA ITEM NO. 6 – Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/18/2023 10:00 AM
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $172,413 resulting in no new county costs, in support of NYS Domestic Terrorism Prevention Grant Program, AND

WHEREAS, the fiscal period for this grant is September 1, 2022 to August 31, 2024, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
A34105.43306.24DTP	DHSES Grant	0	$172,413	$172,413
A34105.51005.24DTP	PERSONNEL	0	$172,413	$172,413

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $172,413, AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

AGENDA ITEM NO. 7 – Accept and Award FY2022 NYS SICG Targeted Grant - Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/18/2023 10:00 AM
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Accept and Award FY2022 NYS SICG Targeted Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $5,000,000 resulting in no new county costs, in support of NYS 2022 Statewide Interoperable Communications Targeted Grant Program, AND

WHEREAS, the fiscal period for this grant is March 1, 2023 to February 28, 2027, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
A30205.44389.27SICG	DHSES Grant	0	$5,000,000	$5,000,000
A30205.52015.27SICG	Technical Equipment	0	$5,000,000	$5,000,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $5,000,000, AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

DISCUSSION ITEMS

1. DOERC - Nurse Navigation

RESULT:	COMPLETED

MONTHLY REPORTS

1. DOERC Report

RESULT:	COMPLETED

2. Coroner Monthly Report

RESULT:	COMPLETED

3. District Attorney Statistics March 2023

RESULT:	COMPLETED

4. Public Defender Monthly Report

RESULT:	COMPLETED

5. Assigned Counsel Monthly Report

RESULT:	COMPLETED

6. Total Inmate Count March 2023

RESULT:	COMPLETED

EXECUTIVE SESSION

It was MOVED by Ms. Bischoff, seconded by Dr. Wilson, and unanimously approved by voice vote of members present, to enter into an executive session for discussions regarding proposed, pending or current litigation. MOTION CARRIED.

An executive session was held from 9:44 a.m. to 10:48 a.m., at which time on motion of Mr. Bentley, seconded by Mr. Nauseef, it was unanimously approved by voice vote to exit executive session.

Executive Session Attendees: Kelly Preston, Robert Corpora, Joseph Nauseef, Cathy Bischoff, Ronald VanDee, George Wagner, Eugene Waldbauer, Susan Wilson, Douglas Bentley, Kevin Fitch, Savannah Hempstead and outside counsel.

ADJOURNMENT

The meeting was closed at 10:48 AM

Judiciary & Public Safety Committee

Committee Meeting

~ Minutes ~

60 Central Ave.
Cortland, NY 13045
http://www.cortland-co.org

Thursday, March 9, 2023 **9:00 AM** **Room 302**

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Kelly L. Fairchild-Preston

Attendee Name	Organization	Title	Status	Arrived	Departed
Christopher Newell	Cortland County, NY	Committee Member	Excused		
Douglas Bentley	Cortland County, NY	Committee Member	Present		
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Chair	Present		
Cathy Bischoff	Cortland County, NY	Committee Member	Present		
Susan Wilson	Cortland County, NY	Committee Member	Present		
Joseph Nauseef	Cortland County, NY	Committee Vice Chair	Present		
Eugene Waldbauer	Cortland County, NY	Committee Member	Present		
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present		
Rob Corpora	Cortland County, NY	County Administrator	Present		
Savannah Hempstead	Cortland County, NY	Clerkof the Legislature	Present		
Patrick Perfetti	Cortland County, NY	District Attorney	Present		
Keith Dayton	Cortland County, NY	Public Defender	Present		
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present		
Laurie Leonard	Cortland County, NY	Personnel Officer	Present		
Nicole Albro	Cortland County, NY	Probation Director	Present		
Budd Rigg	Cortland County, NY	Undersheriff	Present		
Mark Helms	Cortland County, NY	Sheriff	Present		
Ronald J. Van Dee	Cortland County, NY	Board Member	Present		9:20 AM
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present		
Scott Roman	Cortland	Director of Emergency	Present		

Minutes Acceptance: Minutes of Mar 9, 2023 9:00 AM (MINUTES)

	County, NY	Response and Communications			
Andrea Herzog	Cortland County, NY	Finance Director	Present		
George Wagner	Cortland County, NY	Board Member	Present		
Margaret Mellott	Cortland Standard	Reporter	Remote		
Patricia Dawson	Cortland County, NY	Deputy Clerk of the Legislature	Remote		
C. Withers			Remote		

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Feb 14, 2023 9:00 AM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

RESOLUTIONS

AGENDA ITEM NO. 1 – Abolish Cook (32 Hrs/Week)/Create Cook (40 Hrs/Week) - Sheriff's Office

RESULT:	**APPROVED [UNANIMOUS]** **Next: 3/23/2023 6:00 PM**
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Abolish Cook (32 Hrs/Week)/Create Cook (40 Hrs/Week) - Sheriff's Office

WHEREAS, the needs of the Sheriff's Office will be better served by abolishing one (1) Cook (32 hours) position and creating one (1) Cook (40 hours) position, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Cook (Grade 2 Corrections/Civilian Union, $17.4089-$23.1381/hr, non-competitive class, 32 hours/week) be and hereby is abolished effective March 23, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Cook (Grade 2 Corrections/Civilian Union, $17.4089-$23.1381/hr, non-competitive class, 40 hours/week) be created with permission to fill effective March 24, 2023 at 12:01 am.

AGENDA ITEM NO. 2 – Create Part-Time Crime Victim Advocate - Office of the District Attorney

Minutes Acceptance: Minutes of Mar 9, 2023 9:00 AM (MINUTES)

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 3/14/2023 10:00 AM
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Create Part-Time Crime Victim Advocate - Office of the District Attorney

WHEREAS, the needs of the agency will be better served by creating one part-time position of Crime Victim Advocate, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the creation of this position, NOW THEREFORE BE IT

RESOLVED, that one position of Crime Victim Advocate (CSEA, Grade 9, 18.2559-23.1072/hr, competitive class, part-time, no benefits), be created with approval to fill on March 24, 2023.

DISCUSSION ITEMS

The committee discussed the ambulance issues happening in Cortland County and throughout the State. Legislator Nauseef is going to work with the Sheriff's Office and the Department of Emergency Response and Communications on possible solutions.

MONTHLY REPORTS

1. DOERC - March 2023

RESULT:	COMPLETED

2. Coroner Monthly Report

RESULT:	COMPLETED

3. Public Defender February 2023 Monthly Report

RESULT:	COMPLETED

4. District Attorney Monthly Statistics

RESULT:	COMPLETED

5. Assigned Counsel Monthly Report

RESULT:	COMPLETED

6. February Total Inmate Daily Report 2023

RESULT:	COMPLETED

7. Probation Monthly Report

RESULT:	COMPLETED

ADJOURNMENT

The meeting was closed at 9:40 AM

Minutes Acceptance: Minutes of Mar 9, 2023 9:00 AM (MINUTES)

Personnel Change Justification Form

Requested Change: ☑ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name (s): Create Investigator (Full-time) **Abolish** Investigator (Part-time)

Bargaining Unit: Management Plan

Purpose and Background:
Pursuant to the Statewide Expansion of Hurrell-Harring grant, ILS has implemented a plan to extend statewide the benefits of the Hurrell-Harring settlement reforms. As such, the overriding objective is to provide comprehensive quality representation for all eligible criminal defendants and to meet caseload standards. Therefore, this added position is endorsed by ILS to meet these objectives, and is fully reimburseable by the NYS grant funding.

Fiscal Impact: ☐ County Funded ____ % ☑ Grant Funded 100 % Grant Exp. Date 3/31/24 renew

Current Grade/Salary of Position: Grade 7H Salary Range $ 25.2484 - $33.6056/hr

Requested Grade/Salary of Position: Grade 7H Salary Range $ 25.2484 - $33.6056/hr

Annual Increase: $____ County Share: $ 0 # of Positions Affected: 15

Goals:
To meet the County's expectations and obligations under the Statewide Hurrell-Harring quality representation and caseload standards settlement reforms. ILS oversees and directs the NYS grant funding for our office. To be in compliance with their requirements so as to not jeopardize our complete grant funding, creating and filling this position is necessary.

Operational Impact:
Converting our part-time investigator into a full-time investigator will help our office in becoming compliant with ILS and Hurrell-Harring quality representation and caseload standards. It is has been pre-approved by ILS. It will be funded by ILS. There is "banked" approved funds to cover this addition.

Requested By: _____ Signature of Requesting Department Head — 04/05/2023 Date

Personnel Officer Approval _____ Signature of Personnel Officer — 4/5/2023 Date

County Administrator Budget Impact Statement:
Cost Neutral for County

County Administrator Approval _____ Signature of County Administrator — 4/5/2023 Date

Statutory Committee Approval _____ Signature of Committee Chair after Committee Vote — _____ Date

Attachment: Investigator justification (11415 : Abolish Investigator (Part-Time)/Create Investigator (Full-Time) - Public Defender's Office)

Scott Roman

From: Info, Grant (DHSES) <Grant.Info@dhses.ny.gov>
Sent: Friday, March 24, 2023 4:56 PM
To: Kevin Fitch
Cc: Scott Roman; Neznek, Jason (DHSES)
Subject: FY2023 Emergency Management Performance Grant (EMPG) Program: Allocation Notification and Application Materials - Cortland County
Attachments: FY2023 EMPG Local Guidance Final.pdf; FY2023 Local EMPG Application Worksheet.xlsx; FY2023 EMPG Attestation Document.docx

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Dear Emergency Management Stakeholder,

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) recently released the FY2023 Notice of Funding Opportunity for the Emergency Management Performance Grant (EMPG) Program. We are pleased to inform you that Cortland County has received an allocation amount of $21,478 under the FY2023 EMPG Program.

Please find attached the FY2023 EMPG Program Guidance, application worksheet, and attestation document for the EMPG mandatory training. Your application for the FY2023 EMPG grant program is due to DHSES by 5:00 p.m. **April 19, 2023**. Please send your completed application to grant.info@dhses.ny.gov. DHSES will issue formal award letters once we have completed our application to FEMA and final funding determinations have been made. New York State's application to FEMA is due by May 18, 2023**.**

Thank you in advance for your assistance and we appreciate your patience given the timetable FEMA has set.

Sincerely,

Eric Abramson
Director of Grants Program Administration

NYS Division of Homeland Security & Emergency Services
Grants Program Administration
1220 Washington Avenue, State Campus Building 7a, Albany, NY 12226
(518) 402-2123 | Eric.Abramson@dhses.ny.gov
www.dhses.ny.gov

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Attachment: FY2023 EMPG award email (11423 : Accept and Authorize 2023 Emergency Management Performance Grant - DOERC)

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 09/01/2022 TO 08/31/2025 FUNDING AMOUNT FOR INITIAL PERIOD: $51,215.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: , Date: State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Robert Corpora , Director Date:	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Attachment: SHSP 2022 draft contract (11421 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

Attachment: SHSP 2022 draft contract (11421 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/202

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of

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the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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

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

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

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

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

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

Certified by - on

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Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') 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 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 TERMS AND CONDITIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the 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 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 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 categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General 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 Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

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

1. Appendix A-1[1]

2. Modifications to the Face Page

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3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

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

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the 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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

K. Interpretation: The headings in the 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 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.

L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 services or certified or registered United States mail, as of the date of first attempted delivery at the address and in

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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 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.

M. 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.

N. 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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. 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 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 Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 DHSES 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 Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the 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.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

U. 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.[2]

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V. 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.

W. 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.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.

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

a. Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the 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 Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the 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 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 Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the

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Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, 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 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 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 Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES 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 Contract immediately upon the occurrence of a 'force majeure'. For purposes of the 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 Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipmen purchased pursuant to the 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 Contract; or

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

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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 Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES 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 Contract shall not be reimbursed.

3. The 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 Appendix C (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 DHSES, 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. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. If travel expenses are an approved expenditure under this 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 Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

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

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Appendix C (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 Contract in accordance with this Section and the applicable claiming schedule in Appendix C (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 Appendix 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 Appendix C (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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:[3] 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 Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:[4] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES 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 Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part

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from any single payment or combination of payments otherwise due under the 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 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 Contract shall be submitted to DHSES 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 DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES 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 thirty (30) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to 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 DHSES contracting to purchase the goods or services or lease the real or personal property covered by the 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 Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. 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 Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the 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 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 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 Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall

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comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (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 Appendix C (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 Appendix D (Work Plan and Special Conditions). 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 Appendix C (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 Appendix C (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 Contract, not later than the time period listed in Appendix C (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 Appendix D (Work Plan and Special Conditions).

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 Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

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

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (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 Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (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 DHSES 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 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 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.

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IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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 must submit a Vendor Responsibility Questionnaire (Questionnaire).

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

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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 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 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 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 DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the 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 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 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 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 Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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 Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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

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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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 DHSES or State Agencies involved in the 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 2 CFR Part 200. 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

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

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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 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 DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the 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 nondiscrimination 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 identity or 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 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 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 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 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;

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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.

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 – 6 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 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 Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

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

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

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

d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the 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 Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the 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 DHSES 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;

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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 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 Contract. The Contractor further covenants and represents that as of the date of execution of the 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 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 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 Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the 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 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 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 DHSES 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the

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term of the Contract.

P. Consultant Disclosure Law:[8] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these

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terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.
iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.
iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

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a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will

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also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

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

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from

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any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/state-agencies/travel.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations se forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(c). A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable

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deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for

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Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the

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Minority Business Development Agency of the Department of Commerce; and
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6 .

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the gran recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related

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transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

• Activities to be performed;
• Time schedule;
• Project policies;
• Other policies and procedures to be followed;
• Dollar limitation of the Contract;
• Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
• Applicable federal and/or State cost principles to be used in determining allowable costs; and
• Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property o the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments,

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award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used ir accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

[1] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

[3] 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 Contract effort.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

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

[6] 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 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.

[7] Fifth Quarter Payments occur 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.

[8] Not applicable to not-for-profit entities

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Certified by - on

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Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

Budget Summary by Participant

Cortland County

Cortland County Department of Emergency Response & Communications - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Detection Canine	07ED-01-DOGS	1	$15,500.00	$15,500.00	$15,500.00	$0.00
2	Personal Protective Equipment	01LE-01-SHLD	1	$11,715.00	$11,715.00	$11,715.00	$0.00
Total					$27,215.00	$27,215.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Data Access Fees	1	$24,000.00	$24,000.00	$24,000.00	$0.00
Total				$24,000.00	$24,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$51,215.00	$51,215.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$51,215.00	$51,215.00	$0.00

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Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES 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. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. 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 Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) 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.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue

Attachment: SHSP 2022 draft contract (11421 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Attachment: SHSP 2022 draft contract (11421 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Rev. 07/2021

Certified by - on

Attachment: SHSP 2022 draft contract (11421 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

Work Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Enhancing Information and Intelligence Sharing and Analysis

NYS Critical Capability
Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities.

Task #1 for Objective #1

Acquire Services for data access fees for mobile data terminals equipment.

#	Performance Measure
1	Services acquired conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the intel and information sharing capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Combating Domestic Violent Extremism

NYS Critical Capability
Primary - Law Enforcement Response Operations

The development, sustainment and/or enhancement of specialized response team assets utilized at Critical Infrastructure site locations.

Task #1 for Objective #2

Purchase allowable detection canine and personal protective equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced protection of soft target capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Attachment: SHSP 2022 draft contract (11421 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

Special Conditions

Attachment: SHSP 2022 draft contract (11421 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

September 26, 2022

The Honorable Kevin Fitch
Chair, Cortland County Legislature
County Office Building
60 Central Avenue, Room 316
Cortland, NY 13045

Dear Mr. Fitch:

I am pleased to inform you that Cortland County is awarded $51,215 under the FY2022 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

As per federal guidelines, at least 30 percent ($15,365) of your award must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ). Federal guidelines also require that a minimum of 30 percent of your overall award must be allocated to support the following six priority areas: cyber security, protection of soft targets and crowded spaces, intelligence and information sharing, combatting domestic violence extremism, community preparedness and resilience, and election security. This threshold must be maintained throughout the entire period of performance for all SHSP awards. In addition, as a requirement of FY2022 SHSP federal funding, DHS/FEMA is requiring that all subrecipients complete the Nationwide Cyber Security Review (NCSR) by February 28, 2023.

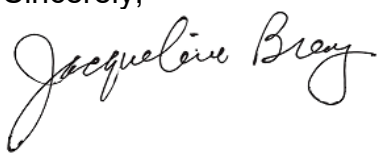
Please be advised that under the FY2022 SHSP guidance, all subrecipients will be required to attend DHSES-sponsored event(s) associated with domestic terrorism prevention efforts which includes the development and submission of county domestic terrorism prevention plans to DHSES by December 31, 2022, pursuant to Executive Order 18.

The performance period for this grant is from September 1, 2022, through August 31, 2025. Grant extensions beyond this date are highly unlikely. DHSES grants management staff will work with your designated SHSP grant program point of contact to provide additional administrative guidance in executing this award.

Attachment: FY2022 SHSP Grant Award Cortland County (11421 : Accept and Award NYS Homeland Security Grant - Emergency Response &

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me at (518) 242-5000 or my Director of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Sincerely,



Jackie Bray
Commissioner

Attachment: FY2022 SHSP Grant Award Cortland County (11421 : Accept and Award NYS Homeland Security Grant - Emergency Response &

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

August 16, 2022

The Honorable Kevin Fitch
Chair, Cortland County Legislature
County Office Building
60 Central Avenue, Room 316
Cortland, NY 13045

Dear Mr. Fitch:

I am pleased to inform you that Cortland County is being awarded $172,413 under the FY2022 Domestic Terrorism Prevention (DTP) Grant Program. Funding for this state grant award is directed to be utilized to support the county's capability to prevent targeted violence and domestic terrorism through the utilization of Threat Assessment and Management (TAM) teams and the development of comprehensive Domestic Terrorism Plans. The New York State Division of Homeland Security and Emergency Services (DHSES) will manage and administer these program funds and the performance period for this grant will be from September 1, 2022 through August 31, 2024.

As mentioned in prior correspondence from me, we are relying on you as the county official to designate a lead implementing agency for this Governor's initiative. The FY2022 DTP application documents and grant guidance are being sent to grant points of contact and county emergency managers from within your jurisdiction. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to us no later than September 16, 2022. If you need assistance in completing your application, please contact the DHSES Grants Program Administration Office at (866) 837-9133.

Please be reminded as a condition of this program funding you must develop and submit your Domestic Terrorism Plan to DHSES by December 31, 2022 as indicated by Executive Order 18. Once your application is received and a designated lead agency determined, a representative from the Grants Program Administration will work with your staff to initiate the contracting process in order to make these funds available as soon as possible.

If you have any questions with regards to the implementation of this program, please contact me at (518) 242-5000 or my Director of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Congratulations on your award! I look forward to working with you to execute this program.

Sincerely,

Jacqueline Bray

Jackie Bray
Commissioner

Attachment: DVT Cortland County (11420 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C175010 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: DT2022 CFDA NUMBER: DHSES NUMBERS: WM22175010
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 09/01/2022 TO 08/31/2024 FUNDING AMOUNT FOR INITIAL PERIOD: $172,413.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: Eric Abramson , Director of Grants Program Administration Date: 12/09/2022

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

GRANTEE:

BY: Robert Corpora , Director Date: 12/09/2022

ATTORNEY GENERAL'S SIGNATURE Title: Date:	COMPTROLLER'S SIGNATURE Title: Date:

Award Contract **Domestic Terrorism Prevention Grant**

Project No.	Grantee Name	
DT22-1005-E00	Cortland County	04/07/2023

Award Contract **Domestic Terrorism Prevention Grant**

Project No.	Grantee Name	
DT22-1005-E00	Cortland County	04/07/2023

Budget Summary by Participant

Cortland County
Cortland County Sheriffs Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs for Exercise Activities	1	$72,413.00	$72,413.00	$72,413.00	$0.00
2	Overtime and/or Backfill Costs for Training (prior DHSES approval required)	1	$75,000.00	$75,000.00	$75,000.00	$0.00
Total				$147,413.00	$147,413.00	$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Consultant Costs for Planning Activities	1	$25,000.00	$25,000.00	$25,000.00	$0.00
Total				$25,000.00	$25,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$172,413.00	$172,413.00	$0.00

Cortland County Department of Emergency Response & Communications

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$172,413.00	$172,413.00	$0.00

Award Contract **Domestic Terrorism Prevention Grant**

Project No.	Grantee Name	
DT22-1005-E00	Cortland County	04/07/2023

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES 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. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Attachment: FY2022 DVT draft Award Contract (11420 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

Reimbursement requests need to include the following documents:
ï¿½ Signed Voucher and Fiscal Cost Report
ï¿½ Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
ï¿½ Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. 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 Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) 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.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, ï¿½200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus ï¿½ Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by

Attachment: FY2022 DVT draft Award Contract (11420 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Rev. 07/2021

Certified by - Robert Corpora on 12/09/2022

Award Contract **Domestic Terrorism Prevention Grant**

Project No.	**Grantee Name**	
DT22-1005-E00	Cortland County	04/07/2023

Work Plan

Goal

Support the creation and operations of threat assessment and management teams and advance the development of county domestic terrorism plans.

Objective #1

G & T Workplan Code - 49. Domestic Terrorism Prevention Program

Investment Justification - Not Applicable

NYS Critical Capability
Primary - Not Applicable

Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists.

Task #1 for Objective #1

Conduct assessment to identify training needs related to threat assessment and management teams in the jurisdiction. Provide authorized training to appropriate personnel.

#	**Performance Measure**
1	Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Describe how the project enhanced threat assessment and management teams in the jurisdiction. Complete and submit quarterly survey information.

Task #2 for Objective #1

Conduct allowable planning activities to support the creation and operations of threat assessment and management teams in the jurisdiction.

#	**Performance Measure**

Attachment: FY2022 DVT draft Award Contract (11420 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

1	Planning activities conducted. Provide brief narrative reporting planning activities completed that support the creation and operations of threat assessment and management teams in the jurisdiction. Complete and submit quarterly survey information.

Task #3 for Objective #1

Develop and/or update county domestic terrorism plans. Submit completed plans to NYS DHSES Office of Counter Terrorism no later than December 31, 2022.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed. Domestic Terrorism plans submitted to NYS DHSES Office of Counter Terrorism. Complete and submit quarterly survey information.

Task #4 for Objective #1

Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to domestic terrorism events. This in turn will help to identify training curriculum gaps. Report scheduled exercises to DHSES Office of Emergency Management (OEM) Training and Exercise Section 60 days prior to the start of the exercise. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion. Notifications and AAR/IPs must be submitted in NY Responds.

#	Performance Measure
1	DHSES notified of scheduled exercise; exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Provide brief narrative and report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the prevention, and/or response capabilities to domestic terrorism events in the jurisdiction. Notifications and AAR/IPs submitted in NY Responds. Complete and submit quarterly survey information.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2

Provide equal employment opportunities for minority group members and women (EEO).

#	Performance Measure
1	DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

Task #2 for Objective #2

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

#	Performance Measure
1	Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.
2	Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2

Utilize good faith efforts, pursuant to 5 NYCRR ï¿½142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organizationï¿½s established MWBE goals.

#	Performance Measure
1	Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.
2	Provide the percentage of the established Minority and Women Business Enterprise goal that has been met to date.

Attachment: FY2022 DVT draft Award Contract (11420 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') 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 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 TERMS AND CONDITIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the 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 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 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 categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General 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 Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

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

1. Appendix A-1[1]

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

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

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent

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periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the 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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR ï¿½200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

K. Interpretation: The headings in the 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 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.

L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 services 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 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.

M. 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.

N. 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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. 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

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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 Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 DHSES 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 Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the 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.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

U. 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.[2]

V. 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.

W. 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.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.

2. Renewal Notice to Not-for-Profit Contractors:
a. Pursuant to State Finance Law ï¿½179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the 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 Contract the later of:

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(1) ninety (90) calendar days prior to the end of the term of the 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 ï¿½179-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 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 Contract as required in this Section and State Finance Law ï¿½179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law ï¿½179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the 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 Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, 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 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 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 Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES 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 Contract immediately upon the occurrence of a 'force majeure.' For purposes of the 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 Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

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Where the 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 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 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 Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES 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 Contract shall not be reimbursed.

3. The 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 Appendix C (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 DHSES, 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. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. If travel expenses are an approved expenditure under this 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 Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

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

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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 Contract in accordance with this Section and the applicable claiming schedule in Appendix C (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 Appendix 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 Appendix C (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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:[3] 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 Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:[4] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement: [6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments: [7] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES 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 Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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 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 Contract shall be submitted to DHSES 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 DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES 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 thirty (30) calendar days after the contract end date to make expenditures.

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D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) unique entity identifier . 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 DHSES contracting to purchase the goods or services or lease the real or personal property covered by the 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 Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. 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 Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the 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 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 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 Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

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

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (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 Appendix C (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 Appendix D (Work Plan and Special Conditions). 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 Appendix C (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 Appendix C (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 Contract, not later than the time period listed in Appendix C (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 Appendix D (Work Plan and Special Conditions).

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 Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

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

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (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 Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (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 DHSES 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 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 Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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 must submit a Vendor Responsibility Questionnaire (Questionnaire).

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

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6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the 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 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 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 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 DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the 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 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 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 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 Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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 Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit

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and expenditure of funds received under the 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 DHSES or State Agencies involved in the 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 2 CFR Part 200. 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the 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 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 Contractorï¿½s 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,

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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 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 DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the 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 nondiscrimination 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 identity or 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 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 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 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 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.

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 ï¿½ 6 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 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

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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 Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

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

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

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

d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the 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 Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the 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 DHSES 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 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 Contract. The Contractor further covenants and represents that as of the date of execution of the 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 Contract:

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

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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 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 Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the 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 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 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 DHSES 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:[8] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises (' MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR ï¿½142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

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2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR ï¿½142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR ï¿½142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

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iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

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(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

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

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

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4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR ï¿½200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/state-agencies/travel.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR ï¿½200.320(c). A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

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h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), ï¿½ 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL ï¿½ 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law ï¿½165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law ï¿½165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR ï¿½25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier , but are not required to be registered in SAM.

C. In accordance with 2 CFR ï¿½ï¿½200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR ï¿½200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

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F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security. '

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR ï¿½200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at https://www.gao.gov/topics/auditing-and-financial-management, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For

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example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

ï¿½ Activities to be performed;
ï¿½ Time schedule;
ï¿½ Project policies;
ï¿½ Other policies and procedures to be followed;
ï¿½ Dollar limitation of the Contract;
ï¿½ Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
ï¿½ Applicable federal and/or State cost principles to be used in determining allowable costs; and
ï¿½ Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall

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have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix. 6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

R. Remedies. In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in ï¿½ which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees ï¿½and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. ln addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in ï¿½ 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in ï¿½ 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30

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days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a 'Statement of Compliance,' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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1) That the payroll for the payroll period contains the information required to be provided under ï¿½ 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under ï¿½ 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the 'Statement of Compliance' required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland 'Anti-Kickback' Act (Applicable to contracts for construction work greater than $2,000)

Contractor. The contractor shall comply with 18 U.S.C. ï¿½ 874,40 U.S.C. ï¿½ 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. ï¿½ 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than $100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of $150,000)

Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. ï¿½ 7401 et, seq.

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b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in tum, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than $25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. ï¿½ 180.995) or its affiliates (defined at 2 C.F.R. ï¿½ 180.905) are excluded (defined at 2 C.F.R. ï¿½ 180.940) or disqualified (defined at 2 C.F.R. ï¿½ 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than $100,000)

Byrd Anti-Lobbying Amendment, 31 US.C. ï¿½ 1352 (as amended)

Contractors that apply or bid for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. ï¿½ 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over $10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --
i. Competitively within a time frame providing for compliance with the Agreement performance schedule
ii. Meeting agreement performance requirements; or
iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement- guideline-cpg-program.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clauseï¿½

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. ï¿½

Attachment: FY2022 DVT draft Award Contract (11420 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providingï¿½

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the 'Records') (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the nonï¿½Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. ï¿½ 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible

KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. ï¿½ 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR ï¿½200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be

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binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

ENDNOTES:

[1] To the extent that section V- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

[3] 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 Contract effort.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

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

[6] 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 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.

[7] 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.

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

VER 07/2022

Certified by - Robert Corpora on 12/09/2022

Award Contract **Domestic Terrorism Prevention Grant**

Project No.	**Grantee Name**	
DT22-1005-E00	Cortland County	04/07/2023

Special Conditions

The subrecipient of the Domestic Terrorism Prevention (DTP) grant program shall use the funds provided pursuant to this Agreement to carry out the Work Plan described in Appendix D. This contract is awarded by the Division of Homeland Security and Emergency Services (DHSES) to the subrecipient based on the subrecipient's submission of an application proposal in response to the Grant Guidelines and Application Kit and shall be subject to the terms and conditions in both the subrecipient's application proposal and the Grant Guidelines and Application Kit, incorporated herein by reference, which shall apply as if fully stated herein. This Program Work Plan shall not be modified without approval from DHSES. If modification to this Program Work Plan is necessary, the subrecipient must submit a written request to DHSES and await DHSES approval before implementing such changes. If changes in the Work Plan are made without DHSES' prior approval, DHSES reserves the right, in its sole discretion, to disallow reimbursement for the modifications, reduce the amount payable to the subrecipient, terminate this Agreement, or take any other action deemed necessary. Subrecipients must provide DHSES with their Domestic Terrorism Plans by December 31, 2022. Failure to comply with this requirement may result in a revocation of grant funding through this program.

A. Permissible Use of Funding
1. Domestic Terrorism Prevention (DTP) grant program funds must be used in accordance with the guidelines set forth in the Grant Guidelines and Application Kit, which can be located at https://www.dhses.ny.gov/state-funded-programs.
2. Any unused funds will be reprogrammed pursuant to a plan approved by the Division of Homeland Security and Emergency Services.
3. The project must commence 180 days after successful approval of the contract by the New York State Office of the Comptroller.

B. Record Requirements
1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding DTP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available

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to DHSES, upon request.

C. Training & Exercise Related Activities
1. Any training courses to be supported by this award require DHSES approval in advance of participating in the training. DHSES will review and approve all training to ensure that the requested training is appropriate and supports the objectives of this grant program.
2. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

D. Law Enforcement Requirements
1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

E. New York State Emergency Management Certification and Training Program
1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Subrecipients must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.
4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Attachment: FY2022 DVT draft Award Contract (11420 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

March 1, 2023

The Honorable Kevin Fitch
Chair, Cortland County Legislature
County Office Building
60 Central Avenue, Room 316
Cortland, NY 13045

Dear Mr. Fitch:

I am pleased to announce that Cortland County has been awarded $5,000,000 under the New York State 2022 Statewide Interoperable Communications Targeted Grant Program (2022 SICG Targeted). This program, administered by my agency, allows for State support through grant funding for counties to enhance their public safety operations by strengthening communications infrastructure which is critical in emergency situations and ensuring that public safety personnel are prepared as they respond to calls for service. The 2022 SICG Targeted Program focuses on closing gaps in National Interoperability channels implementation and enhancing regional alliance, ensuring that county communication systems remain capable to support multijurisdictional response. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2022 SICG Targeted grant will be 48 months (March 1, 2023 – February 28, 2027). Expenses that you wish to claim must occur within that period. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop the grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Mark J. Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Jackie Bray
Commissioner

cc: Mr. Scott Roman, Director, Cortland County

Attachment: FY2022 SICG Targeted Cortland County award letter (11419 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 03/01/2023 TO 02/28/2027 FUNDING AMOUNT FOR INITIAL PERIOD: $5,000,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

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

GRANTEE:

BY: Robert Corpora , Director Date: 3/23/2023

ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	COMPTROLLER'S SIGNATURE Title: _____ Date: _____

APPROVED AS TO FORM CO.ATTORNEY

Draft contract

Attachment: FY2022 SICG targeted contract draft (11419 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

Award Contract

Project No.
ST22-1036-E00

Grantee Name
Cortland County

03/20/202

Attachment: FY2022 SICG targeted contract draft (11419 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

Award Contract

Project No.	**Grantee Name**	
ST22-1036-E00	Cortland County	03/20/2023

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

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

Attachment: FY2022 SICG targeted contract draft (11419 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

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Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

Certified by - on

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Award Contract

Project No.	**Grantee Name**	
ST22-1036-E00	Cortland County	03/20/202

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') 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 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 TERMS AND CONDITIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the 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 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 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 categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General 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 Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

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

1. Appendix A-1[1]

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2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

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

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the 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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

K. Interpretation: The headings in the 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 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.

L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited

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delivery services 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 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.

M. 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.

N. 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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. 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 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 Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 DHSES 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 Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the 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.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

U. 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.[2]

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V. 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.

W. 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.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.

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

a. Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the 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 Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the 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 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 Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

C. Termination:

1. Grounds:

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

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b. Cause: The State may terminate the 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 Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, 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 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 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 Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES 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 Contract immediately upon the occurrence of a 'force majeure'. For purposes of the 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 Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

Where the 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 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 Contract; or

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

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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 Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES 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 Contract shall not be reimbursed.

3. The 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 Appendix C (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 DHSES, 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. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. If travel expenses are an approved expenditure under this 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 Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

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

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4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (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 sha 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 Contract in accordance with this Section and the applicable claiming schedule in Appendix C (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 Appendix 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 d 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 Appendix C (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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance wit 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:[3] 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 Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:[4] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES 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 Contract as security for the

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faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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 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 Contract shall be submitted to DHSES 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 DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES 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 thirty (30) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to 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 DHSES contracting to purchase the goods or services or lease the real or personal property covered by the 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 Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. 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 Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the 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 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 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 Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

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

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (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 Appendix C (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 Appendix D (Work Plan and Special Conditions). 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 Appendix C (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 Appendix C (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 Contract, not later than the time period listed in Appendix C (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 Appendix D (Work Plan and Special Conditions).

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 Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

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

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (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 Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (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 DHSES 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 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 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.

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IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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 must submit a Vendor Responsibility Questionnaire (Questionnaire).

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

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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 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 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 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 DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the 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 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 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 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 Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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 Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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

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employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sa 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 DHSES or State Agencies involved in the 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 2 CFR Part 200. 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the 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 Contract may not be published, presented or announced without prior approva 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.

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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 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 DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the 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 nondiscrimination 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 identity or 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 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 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 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 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;

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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.

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 – 6 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 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 Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

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

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

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

d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the 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 Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the 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 DHSES 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

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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 c 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 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 o 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 Contract. The Contractor further covenants and represents that as of the date of execution of the 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 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 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 Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the 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 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 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 DHSES 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

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this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout t term of the Contract.

P. Consultant Disclosure Law:[8] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division

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of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.
iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.
iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

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a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

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(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

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

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face

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Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/state-agencies/travel.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(c). A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair

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advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current

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unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipien Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

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e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6 .

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the gran recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the

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Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding

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agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

[1] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

[3] 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 Contract effort.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

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

[6] 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 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.

[7] Fifth Quarter Payments occur 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.

[8] Not applicable to not-for-profit entities

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"Appendix B"

Award Contract

Project No.
ST22-1036-E00

Grantee Name
Cortland County

03/20/2023

Budget Summary by Participant

Cortland County
Cortland County Department of Emergency Response & Communications - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Redundant Trunked Land Mobile Radio Prime Controller	N/A	1	$2,500,000.00	$2,500,000.00	$2,500,000.00	$0.00
2	Primary and Redundant Microwave Connections	N/A	1	$1,500,000.00	$1,500,000.00	$1,500,000.00	$0.00
3	Trunked Land Mobile Radio System Core Connection	N/A	1	$1,000,000.00	$1,000,000.00	$1,000,000.00	$0.00
Total					$5,000,000.00	$5,000,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$5,000,000.00	$5,000,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$5,000,000.00	$5,000,000.00	$0.00

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Award Contract

Project No.
ST22-1036-E00

Grantee Name
Cortland County

03/20/202

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES 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. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. 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 Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) 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.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A

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1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

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Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Rev. 07/2021

Certified by - on

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"Appendix D"

Award Contract

Project No.	Grantee Name	
ST22-1036-E00	Cortland County	03/20/2023

Work Plan

Goal

To improve the overall status of land mobile radio interoperability for public safety agencies within New York as well as with other States; implementation of components supporting interoperability; close gaps in the interoperability infrastructure, regional communications deficiencies and implementation of National Interoperability channels. Enhance emergency response and improve capability and performance results from the U.S. Department of Homeland Security's (DHS) National Emergency Communication Plan (NECP), improvements in governance structures, operating procedures, infrastructure development and addressing SAFECOM guidance from the DHS Office of Emergency Communications (OEC).

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

NYS Critical Capability
Primary - Not Applicable

To ensure progress towards the goals and milestones described in the Statewide Communications Interoperability Plan (NYS SCIP) and toward communication priorities identified by the Federal government (SAFECOM). Provide stability, and further development of LMR systems and regional solutions developed to date. Provide for the: development and coordination of National Interoperability Channels, State, Regional, Tribal and Local mutual aid channels; development of interoperable communications infrastructure; improvements of Public Safety Answering Points (PSAPs) toward Next Generation 911 (NG-911) development in accordance with New York State plan and vision; development of governance and SOPs; Development of inventory of statewide communications resources (i.e. continuous participation in CASM-Communications Assets Survey and Mapping tool) and Tactical Interoperable Communication Plan (TICP) development, update and utilization.

Task #1 for Objective #1

Purchase allowable interoperable communication equipment and/or acquire services. Train appropriate personnel in the proper use of equipment and place equipment into service. Establish or improve governance and standard operating procedures related to such equipment. Report on progress of implementation of project and the development and implementation of formalized standard operating procedures and governance structure.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment and/or activities conducted. Provide a brief narrative, including examples, of formalized governance and/or standard operating procedures. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Describe how the project increased multi-agency regional partnerships, including partnerships with consortiums. Equipment and services accountability records are properly maintained. Provide explanation if equipment is received but not deployed; include deployment plans as appropriate.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability
Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2

Provide equal employment opportunities for minority group members and women (EEO).

#	Performance Measure
1	DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

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Task #2 for Objective #2

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

#	Performance Measure
1	Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.
2	Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure
1	Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.
2	Provide the percentage of the established Minority and Women Business Enterprise goal that has been met to date.

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Award Contract

Project No.	Grantee Name	
ST22-1036-E00	Cortland County	03/20/202

Special Conditions

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Emergency Communications E911 Call Screening and Diversion

For Onondaga County

Request for Proposal (RFP) #21-3400-002

OCTOBER 28, 2021

Access2Care

A Global Medical Response Solution

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

3.1.1. Cover Page:

3.1.1.1. Full proposal name and number.

Emergency Communications E911 Call Screening and Diversion #21-3400-002

3.1.1.2. Submission date and time.

28 October 2021

3.1.1.3. Prime Contractor name (Onondaga County/Vendor who is responsible).

Access2Care, LLC

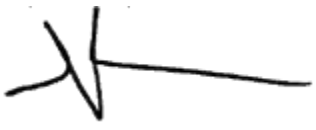
Thank you for the opportunity to demonstrate how Global Medical Response's (GMR) Access2Care, LLC (Access2Care) can design and implement telehealth services and solutions for Onondaga County (County.

Accessing the right healthcare service is never easy. Traditionally, in 911 centers across the country there is only one option available—an ambulance transport to an emergency department. Our Nurse Navigation Solution is changing that paradigm with a new model that right matches the appropriate level of care based on the caller's medical need. Implementing our Nurse Navigation Solution also allows you to increase the availability for more severe, life-threatening calls. Our delivery model can be customized to meet your needs whether you are in a large metropolitan area or need a solution on a smaller scale. Our successful program in the nation's capital and in communities across the country are making strong case studies for improved access to care.

I will serve as your primary contact throughout this process. My contact information is included in the signature section of this letter. I am an authorized signatory, able to enter into an agreement on behalf of Access2Care.

On behalf of Access2Care, we look forward to participating in this important process and exploring opportunities to provide appropriate, reliable, timely, and cost-sensitive services. If you have any concerns or require further elaboration, please contact me via phone at or email. Thank you very much for your time and consideration.

Respectfully submitted,



Sven Johnson

Senior Vice President Innovation and Chief Operating Officer
Access2Care, LLC
Sven.johnson@gmr.net | 480.606.3231

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

3.1.2. Table of Contents:

3.1.2.1. All items listed in Proposal Format in the sequence listed.

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3.1.4. Compliance Statement: 5
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3.1.3. Executive Summary:

3.1.3.1. Summarize understanding of the scope of the RFP (project).

Access2Care's proposed Nurse Navigation program will allow the County to leverage the expertise of our large inter-professional workforce and experience the value of our national footprint, operational infrastructure, and innovative technologies. Our programs are specifically designed to support critical and needed services, provide economies of scale, improve operational efficiencies, and generate substantial savings with optimal return on investments for your organization. The following pages provide an overview our capabilities and will demonstrate a unique approach specifically customized to solve your service problem statements and goals for your program.

I am confident that you will find our cutting-edge programs can be specifically designed to fill in gaps in services, provide economies of scale, improve operational efficiencies and generate substantial savings with optimal return on investment for your community.

3 .1.3 .2. Explain how your solution or approach addresses the requirements provided in this RFP.

Our Nurse Navigation program is designed to fully integrate and implement telehealth services and includes all software, staffing triage protocols, telehealth guidelines, and other features to help communities expand access to and more appropriately manage system resources. We package our solution to resolve the "build vs. buy" conundrums many communities face. Access2Care's model leverages economies of scale and offers the County a cost-sensitive bundled solution, based on utilization and featuring menus of customization, all packaged for seamless implementation

Our established telehealth capabilities and partnerships deliver the latest in nurse navigations, telemedicine, remote patient monitoring, and other virtual medical solutions. By blending technology and the highest levels of clinical evaluation, treatment, and transportation we believe we are a perfect partner for the County.

Throughout our proposal, we respond to each requirement in *Section 7, Scope of Services*, and provide detail on our fulfillment plan and experience for all objectives.

3 .1.3 .3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.

Overall Description of the Nurse Navigation Services. Calls are managed with the Access2Care Nurse Navigation team located in Dallas, TX and remotely. The Nurse Navigation Team is licensed in state where service is rendered. Upon receiving warm transfer from PSAP, Nurse will welcome the caller, explain the process of triaging and finding appropriate destination for care. The Nurse clinically triages caller utilizing NMTARA triage system located in Logis CAD. Upon determining acuity level, nurse will recommend appropriate destination and amount of time, collaborating with caller for transportation needs. If determined during triage, that care by an emergency

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department and transport by ambulance is the correct destination for complaint, the Nurse has ability to contact PSAP to dispatch ambulance. The Nurse Navigation team conducts follow up calls to all callers the following day.

Throughout our proposal, we respond to each requirement in *Section 7, Scope of Services*, and provide detail on our fulfillment plan and experience for all objectives.

3.1.3.4. State exceptions and omissions to stated requirements.

Access2Care has no exceptions or omissions to the stated requirements.

3.1.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.

Access2Care's only assumptions are in the accuracy of the shared information in this RFP process, the completeness of the requirements posted, and the County's ability to move forward upon notification of award.

3.1.3.6. Summarize all resources, assumed, or expected, to be provided by Onondaga County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

Access2Care will need access to workgroup leaders to help develop and review workflow and process. In addition, we will need your support for training your team members and establishing core knowledge so that there is continuity of in the event there are any new additions to your staff or changes to your personnel. We do not require additional staffing from the County.

For the integration of the computer aided dispatch (CAD) systems, we will need access to your Information Technology (IT) teams or specialists.

Will need workgroup leaders to help develop workflow and process, training to their individuals can speak to the process and our experience, Lisa can speak to this. Doesn't require additional staffing on their end. For Cad-to-Cad integration will need their IT specialists. They won't have to add any additional resources. Will have to invest in training their people, but that is nominal.

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3.1.4. Compliance Statement:

3.1.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

Access2Care agrees with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

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3.1.5. Project Coordination and Scheduling

3.1.5.1. Provide a work plan with start date, duration, and physical requirements. To be provided for each component if proposed separately.

Access2Care stands ready to begin implementation of services immediately upon contract award, offering rapid start-up of sophisticated, high-performance Nurse Navigation services. We a strong record of successfully transitioning to serve new systems and continue to gain valuable experience in local and national mobile health programs. Managing transitions in a manner most favorable to our new clients, local leadership, and caregivers is a result of methodical and collaborative planning. We also provide a professional project manager who tracks the progress of all implementation plans for our programs.

Our approach requires that we evaluate the required assets, both human and physical, and match our capabilities to the defined standards. It allows us to confidently offer services that we know we can deliver. It also helps us to define a correct and true expansion approach, in collaboration with local partners.

Major Project Tasks. We are committed to operational and financial transparency as well as inter-agency support during the transition process, assuring stakeholders and jurisdiction and CMS employees that we will be ready to start **by the agreed upon start date.**

Notice to Proceed. Upon receiving notice to proceed, Access2Care will do the following:

- Work with all parties to expedite contract negotiations. We will have all legal documentation readily available, including certificates of insurance and performance bond requirements.
- Immediately activate our implementation team and begin to execute the integration plan.
- Validate our plan and check-off list with CMS and jurisdiction stakeholders, providing continuous transparency.
- Develop an effective command/leadership and integration structure.
- Meet to discuss technology interface needs and roles/responsibilities for integration.

Project Kickoff Meeting. Our implementation team will meet with appropriate leadership and other applicable stakeholders as needed to discuss our transition plan. Together, they will review the plan, verify deliverables, and identify any obstacles to successful implementation. We will confirm our mutual understanding of the purpose and objective of each deliverable. The kickoff meeting will serve to foster effective professional relationships as well as establish plans for future meetings, status reports, and issue resolution.

Refine the Implementation Plan. Upon receiving notice to proceed, we will incorporate guidance and feedback from the jurisdiction and CMS into the plan and

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provide the local Medical Director with the opportunity to review the plan and provide input. We will also assign specific Access2Care resources to each task.

Establish an Operational Interface. An effective operational interface is critical to the success of communications operation and its ability to efficiently coordinate activities with local partners. The ability for Access2Care and each local customer to coordinate effectively to provide quality service depends heavily on our joint ability to communicate effectively at all leadership levels.

Upon notice of award, Access2Care's Project Director, Lisa Edmondson, will lead the program development and implementation phase of the program. She will be supported by our Director of Integrated Health Communications Systems, and our Director of Integrated Health. Working with the rest of the implementation team, their focus will be to assemble the necessary communications employees and begin integration talks. Additional resources will be augmented through our national support team, which provides transitional management for startup operations, mergers, and acquisitions.

Execute Screening, Hiring, & Orientation Processes. Access2Care will begin the processes for screening, hiring, and orientation of any additional nurses and nurse navigators needed to provide the nurse navigation service. Our extensive hiring and training processes ensure our personnel will always be appropriately certified and cleared to provide nurse oversight. We maintain certifications in an electronic automated database, so employees receive advance notification of any upcoming expirations.

Day-to-Day Project Management. Our Project Director will be the face of Access2Care throughout the implementation process and will serve as the company's liaison. Additionally, she will be responsible for the following:

- Day-to-day project management, including planning and execution.
- Daily review of the system plan, so tasks are completed on-schedule and adjustments made.
- When necessary, allocating leadership and equipment resources to augment the plan.
- Continuing collaborative planning with all stakeholders.

Weekly Progress Status Meetings. We recommend holding weekly status meetings with County liaisons, ensuring that your administration is kept fully apprised of the project status. For each meeting, we will prepare and present an update on all transition activities.

More information on our approach to implementation, including a timeline of activity, can be found in our response to 7 .8. Implementation.

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3.2.6. Vendor Responsibilities

3.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

Access2Care agrees. Our proposal is signed by an authorized officer of Access2Care, LLC.

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7. SCOPE OF SERVICE

7. I. Introduction

7 .1.1. Onondaga County Department of Emergency Communications is requesting proposals for low acuity call screening / diversion from a 911 call center and diverting specific calls that are determined that an ambulance service is not needed. The Onondaga County Department of Emergency Communications is looking for a solution to the long ambulance wait times in hospitals. The solution must evaluate the patients' current condition and provide time appropriate resource allocation to meet the healthcare needs per CDC guidelines. The solution will be customizable, turnkey, and integrate with our current Hexagon Computer aided dispatch/Priority Dispatch Medical software. It will be an all-inclusive diversionary system that provides IT, CAD and EMD protocol integration. The goal is to conserve ambulance resources for emergency calls requiring transport to a hospital and provide more appropriate level care for citizens writ large.

Access2Care has carefully reviewed and responded fully to the scope of work for low acuity call screening / diversion from a 911 call center and diverting specific calls that are determined that an ambulance service is not needed.

In recent years, Access2Care has developed and implemented this same service – nurse triage for medical screening – using successful models in communities throughout the nation. Access2Care is a leader in the industry, developing innovation that creates partnership models that expand appropriate and timely delivery of care, while maintaining efficiencies in operation, reporting, pricing, and other factors.

Our implementation of nurse navigation programs helps communities reach the goals you have outlined for Onondaga County —"to conserve ambulance resources for emergency calls requiring transport to a hospital and provide more appropriate level care for citizens at large."

We are focused on identifying forward-leaning service delivery models that expand access to care, drive operational efficiencies, and provide more options to address nationwide healthcare needs. Access2Care and its parent company, Global Medical Response, Inc. (GMR) already have a supportive relationship with several regions.

If you have any questions about our offerings or would like further information on our implementation of Access2Care's outlined program, please do not hesitate to contact us directly.

Our responses to each requirement can be found on the following pages.

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7.2. Respondent's Capabilities / Telehealth services

7.2.1. Please provide information from the Respondent about your use of telehealth medical care settings
to facilitate the care of individuals at risk.
7.2.1.1. Describe the process and types of professionals (e.g., psychiatrists, addiction medicine physicians, psychologists, social workers, nurse practitioners, mental health and/or substance use disorder counselors, etc.) who provided consultations in the past.
7 .2.1.2. Describe the clinical scope of your service in determining risk for suicide, alcohol use disorder, and opioid use disorder, and associated workflows (e.g., assessment, diagnosis, brief interventions such as safety planning, referral) of the consultation. If patients/customers are followed by your telehealth service after their ED visit, describe how this is done, and for how long.
7.2.1.3. Describe whether your consultation service has working/active referral relationships with local community-based outpatient mental health and/or substance use disorder treatment specialty clinicians or office-based
7.2.1 .4. If your telehealth service provides community crisis services, and/or works with local crisis services, describe if your efforts also work to divert patients/customers from the ED in the future.

When patients access the Nurse Navigation hotline, an Access2Care MCC nurse provides a quick patient assessment for life threatening conditions and then take the caller through our proprietary nurse triage protocol to determine the most appropriate locus of care. Our operator uses our proprietary evidence-based clinical decision software to immediately evaluate a patient's current condition, providing a needs-matched, time-appropriate resource allocation ("NMTARA") to meet the patient's unique healthcare needs. Our five-level proprietary triage system ensures we are delivering the right resource at the right time, in the right setting to achieve the right outcome at the right cost.

The locus of care for patients may include in-network resources, care coordination and navigation services, a stand- alone telemedicine visit (telehealth consultation), scheduling assistance with the patient's PCP, a specialized mobile response team, or referral and transport to an alternative destination. The final locus of care is ultimately determined by availability of resources within a geographical response area, in-network qualification, and physician approved protocols.

7.2.2. Describe the nature of the consultation, such as provider-to-provider consultation; and/or direct contact between the consultant and the patient/customer. Information on the types of practices delivered by telehealth consultation, such as screening, evaluation, triage, intervention, disposition.

Our solution can be customized for any consultation configuration and can deliver telehealth services such as screening, evaluation, triage, intervention, and disposition. For example, urgent care visits are first triaged by the nurse. If a need for a telehealth visit is determined, the patient is connected to a healthcare provider via the eVisit platform, and the healthcare provider completes a full clinical evaluation. If a

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prescription is needed, it is called in to the nearest and most appropriate pharmacy for the patient to retrieve. We maintain the professional comfort and care of a traditional in-person visit, all in a safe virtual environment.

Among the benefits are the following:

- Safety for citizens during the pandemic, helping to contain potential spread of virus
- Safer and more cost-effective approach to expanding care in community
- Protecting first responders, healthcare workers, and other caregivers and medical personnel. (Physicians, nurses, techs, etc.). by reducing exposure
- Increased availability of first responders for community life-threatening emergencies

7.2.3. Include information on whether the telehealth consultation service has been evaluated, and if so, what outcomes (e.g., repeat ED visits; hospitalization; other health care utilization; deaths) were examined, and over what period of time.

Over the past three and a half years, Access2Care has monitored and reported Nurse Navigation outcomes. We've seen that of the calls that go to nurse, 25% end in nurse advice only, 40% of the calls are navigated to an alternative destination or telehealth, about 30% receive a Basic Life Support(BLS) transport to an emergency department and the remaining 5 % are dropped calls.

7.2.4. Describe your process that would encourage 9-1-1 callers to access your providers/network for low acuity or behavioral calls by method(s) outside of the 9-1-1 system.

Communication includes several community marketing approaches including FAQs documents (Frequently Asked Questions), program guides to instruct the community how to use and access services, and the engagement of alternative numbers to 911 such as 211 or 611.

7.2.5. Describe practices related to accreditation (e.g., Joint Commission) when using telehealth health consultation (e.g., practices recoded appropriately; privacy risks minimized; and credentialing, privileging, and verifying qualifications), and how those were addressed.

Because Access2Care has an established relationship with Envision and their network of providers, we have access to and are engaged in practices related to accreditation. Many providers have practices with hospitals and healthcare systems and serve vital roles in maintaining Joint Commission accreditation, among others, for their partner facility. Also, Envision lends expertise in appropriate credentialing, maintenance of HIPAA standards, and other professional considerations such as privileges, background checks, qualifications, scores, etc. The Envision provider partnership alleviates the need to establish or develop new processes to ensure telehealth consultations meet standards.

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7.2.6. Describe standards applicable to the telehealth industry, and how you assure compliance.

Envision Physician Services will provide tele-support for treatment-in-place via coordination with EMS for utilization of an integrated telemedicine platform providing instant text and video contact with board-certified and EMS-experienced emergency medicine physicians dedicated to support call volumes as needed. More information on Envision is provided in our response to Question 1.3.

7.2.7. Please provide Information on the types of technologies used for telehealth consultation (e.g., close circuit video; telephone; app-based; asynchronous consultations, etc.).
7.2.7.1. Within the workflow, what decision-making process guides when, and for which patient /customer (e.g., age groups or health disparity populations, socioeconomic status, geographic location, languages, and interpreter services for those. with low fluency in English) telehealth consultation is sought for suicide risk and overdose risk.
7.2.7.2. Describe any efforts to insure cultural sensitivity and linguistic needs.

The Nurse Navigation Team is licensed in state where service is rendered. Upon receiving warm transfer from PSAP, Nurse will welcome the caller, explain the process of triaging and finding appropriate destination for care. The Nurse clinically triages caller utilizing NMTARA triage system located in Logis CAD. Upon determining acuity level, nurse will recommend appropriate destination and amount of time, collaborating with caller for transportation needs. If determined during triage, the ED by ambulance is the correct destination for complaint, the Nurse has ability to contact PSAP to dispatch ambulance. The Nurse Navigation team conducts follow up calls to all callers the following day.

Access2Care's proprietary nurse triage protocol determines appropriate locus of care based on clinical presentation of patient. In addition to clinical presentation, our nurses are skilled in being responsive to other patient needs including language and cultural awareness.

7.2.8. Describe the staffing model and contingencies that would be used to assure 24 hour-a-day coverage, 365 days a year.

Access2Care offers a shared service model with 24/7/365 coverage provided. Through this model, we provide roll- over capabilities meaning no downtimes for your telehealth services. Our model engages multiple access resources so that calls rollover to the next available nurse. For example, if a call comes into the Nurse Navigation team, and the call is assigned to nurse 1, the next call doesn't have to wait and rolls to the next available nurse. Instead, the subsequent calls are assigned throughout the staff. Access2Care offers redundant systems of support so that all calls are management with little or no wait time.

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Conversely, for communities that may staff without the Access2Care solution, limited funding may only allow for few FTEs assigned so that if the primary staff is engaged, the next call may have to wait or be missed.

Access2Care's staffing model provides access and service reliability while controlling staffing costs for communities.

7.2.9. Describe your expectations of the Onondaga County Emergency Communications protocols and behavior.

We desire Onondaga County to EMD the call and the medical director to make a pre-determination of the appropriate low acuity complaints or PROQA determinants that are eligible to go to the Nurse Navigation team. We would collaborate to decide on your preferred process such as a "warm handoff" or a full CAD-to-CAD integration.

Access2Care has a friendly and effective "warm handoff" process to transfer calls. Immediately, the caller is given the person's name and their qualifications are shared, e.g., "Hello, {County Name} 911, my name is (Name), I am a nurse."

7.2 .10. Describe triage protocols, triggers, and the conceptual internal processes. to reroute at-risk patients back into the 9-1-1 system for emergency dispatch as appropriate.

In our model, the Nurse Navigation team triages the caller and determines the acuity of the patient's complaint. If it is a high acuity need, the appropriate service level agreements (SLA) or scope of work (SOW) guides the warm handoff back to a 911 dispatcher along with determination of Advanced Life Support (ALS) or Basic Life Support(BLS) resources to be sent. If a CAD to CAD integration is available, the nurse can push the request for emergency dispatch services directly from system.

7 .2.11. Describe process for recognition and review of sentinel events, unexpected outcomes, or violations of safety. Describe after-event mitigation practices.

All calls (100%) are reviewed and managed by our quality assurance / quality improvement (QA/QI) process. When a sentinel event, unexpected outcome or safety violation is notes or occurs, service level agreements (SLA) or scope of work (SOW) rules guide escalation of that event to appropriate leadership within fire department. Our process is retrospective, as we learn from events and use that knowledge to inform training and future process improvement and alignment.

Our QA/QI processes include the following: Regular meetings with Joint Operating Committee (JOC) to review accuracy of calls routed to Nurse Navigators and overall performance, Monitoring of Grievance / Complaint Ration to capture caller complaints and develop pathways to route and address complaints, and Patient Satisfaction measures to include daily call backs within 24 hours of engagement. Monthly reports on several metrics are provided and reviewed. Midstream adjustments are made, as needed.

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7.3. Description of Technical Design

7.3.1. The Respondent should provide information about overall system design including, as applicable,

the following:

7 .3. I. I. Hardware Requirements and Specifications

7.3.1.2. Operating system/software environment

7 .3 .1.3. Physical security features

7.3.1.4. Detailed network requirements and protocols

7.3.1.5. Data Security protocols

7 .3 .1.6. Database environment and storage

7 .3 .1. 7. Description of the user interface, including browser-based screens for all functions of the system

7.3 .1.8. Description of the installation process

7 .3 .1. 9. Description of application security and auditing features

7 .3 .1.10. Detailed interface requirements

Our primary operating systems are LOGIS CAD, and eVisit. More information on LOGIS can be found in our response to Requirement 7.2.7.2., 7.3.4, and 7.1.1.8. Information on our partnership with eVisit can be found in our response to Requirement 7.5.2. Access2Care would provide more information on our proprietary technical design upon award or execution of a non-disclosure agreement.

As a healthcare organization, Access2Care's Nurse Navigation solution and the technologies that support the program are designed with the sensitivity and knowledge of the levels of reliability and safeguarding needed to create a dynamic healthcare-centered solution. Certainly, there are technology companies who can offer software and hardware to address some problem statements. Only Access2Care has a full-package approach that combines expertise with innovation and proven models for delivery of care.

Our technologies meet the stringent standards for complex EMS systems as well as healthcare facility settings. The same security protocols and practices that govern our responsible management of electronic patient care reports (ePCRs), are also applied to our applications, auditing and interface.

We would like to provide you with a tour of our services virtually or in person, as desired by your team.

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7.3.2. Describe and demonstrate all relevant technologies to its services, including whether all technologies can be congruent/compatible with the Onondaga County Emergency Communications 911 telephone, computer, radio, or other communication/information devices, including redundancy technologies and practices for continuity of services, data storage, and information retrieval.

Access2Care features agile services and solutions that are customizable and that can be integrated with a variety of existing technologies. For example, we manage a CAD-to-CAD model in Washington, D.C., as well as in other communities, with fully integrated systems that facilitate call handoff within the system environment. As part of GMR, Access2Care and other GMR operating subsidiaries have experience as system providers, working with local Public Safety Answering Points (PSAPs) to streamline call taking and dispatching of resources, with full integration across telephonic, computer, radio, and other communications mediums.

7.3.3. Demonstrate services and technologies that supply remote electronic audio/visual services for the
purposes facilitating conversations between patient, the Respondent's medical provider(s), and
Onondaga County Emergency Communications. Include description of limitations of devices and technologies.

We use a HIPAA compliant web-based platform, eVisit, which can be accessed through any smart device, laptop or desktop with web access capability. Limitations are only related to the user's web access.

7.3.4. Describe data storage, security, retrieval, and retention practices

Data storage, security, retrieval, and retention practices are managed and maintained by our vendor, Envision. In addition, Access2Care provides transparent and timely reporting and preserves all records to thoroughly document the process for each call, using the Logis CAD system which seamlessly can integrate call intake and dispatch services, as well as customizes reporting processes. We will generate and submit regular statistical data reports. Our team will address details of our service and swiftly resolve any operational, clinical, or personnel challenges that may arise. With more than 20 million patient records on file, Access2Care has an extensive relational database for report comparison, providing the ability to layer-on 300+ pre-built reports and data points. We will utilize these customer-focused performance metrics to monitor data for trends, update local protocols and improve the service we provide. All reporting is compliant with HIPAA privacy and security regulations (SOC2).

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7.4. Training / Anticipated Learning curve

7.4.1. What types of training are established for the above-mentioned services?

Access2Care has a training template for 911 call takers to follow. We send our national director of nursing to conduct and oversee training, as part of our implementation process. Using a train-the-trainer model, we develop subject matter experts among the local team who can provide continuous training for new employees throughout the contract. We also provide ongoing access and support from our training leaders at our MCC and regional operations.

Our extensive hiring and training processes ensure our personnel will always be appropriately certified and cleared to provide nurse oversight. We maintain certifications in an electronic automated database, so employees receive advance notification of any upcoming expirations.

7.4.2. How many end users have you trained in previous implementations? Provide details.

Access2Care has successfully trained nearly 200 911 call takers and dispatchers.

7.4.3. Describe the initial and ongoing training of Onondaga County Emergency Communications staff. Include hours and frequency.

For dispatchers, we anticipate training takes only one (1) hour, and for crews, only 30 minutes. These trainings are typically delivered virtually and feature best practices for quickly identifying eligible call types while on scene, and instructions for routing the call to a nurse. These measures ultimately relieve the crew for service for more advanced call and system needs.

7.4.4. What is your anticipated learning curve for the various user groups at the Onondaga County Emergency Communications? (Administrators, Supervisors, Front Line Users, Training department)

Based on experience implementing and training similar user groups, we anticipate the learning curve will be typically approximately six months. We've seen immediate and progressive results with our Nurse Navigation program. Soon after go-live, communities see approximately 5% of 911 call volume converted to low-acuity solutions. The conversion ramps up to 10-12% within 6-month period.

7.4.5. How successful has your firm been with training to the various types of user groups referenced above?

Access2Care's training programs have proven very successful. To date, we have trained more than eight (8) operations effectively.

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7.4.6. Existing service and product literature and prepared marketing materials may be included; however,
this information is less useful than a more detailed user and technical document. Please include
information on the following, where applicable:
7.4.6.1. Types of education available
7.4.6.2. Electronic Mail communications
7.4.6.3. Telephonic communication options available
7.4.6.4. Language translation

Samples of our marketing material and outreach information are included as **Exhibit 01.**

Access2Care's action plans feature working with the Public Information Officer to coordinate community education, marketing efforts, and use existing area resources such as social media, mailings, website, media, etc. A significant focus in implementation is given to the education of the community/users. Access2Care believes and has seen proof that the effectiveness of communication and education affects the success of overall project and the ease of implementation.

Communication includes several community marketing approaches including FAQs documents (Frequently Asked Questions), program guides to instruct the community how to use and access services, and the engagement of alternative numbers to 911 such as 211 or 611. Access2Care has the ability to connect to local 211 services or social services including directly connecting from the nurse to a telehealth provider or to arrange transportation, if needed. The features listed below are all within the expert capacity of our nurses, even when those needs extend beyond clinical care.

Access2Care is poised to serve diverse communities of many cultures and ethnicities, creating more access to care and community care resources. We operate a program centered on equality, compassion, and cultural awareness. Access2Care will provide 24/7 access to triage services, no matter caller's primary language. To address Limited English Proficiency ("LEP") callers requesting triage services, Access2Care uses a combination of multilingual dispatch personnel and Language Services Associates (LSA) for over-the-phone interpretation services in over 200 languages. Using LSA, the triage process will take place through a three-way conference call between the LEP caller, our LSA interpreter, and the nurse or nurse navigator. During the hiring process, our local human resources staff hires individuals with multi-lingual capabilities. We reach out to local job centers, workforce development programs, local colleges, and other local resources to recruit multi-lingual dispatch personnel. Our nurses are available 24/7 and are the first option for LEP callers requiring assistance.

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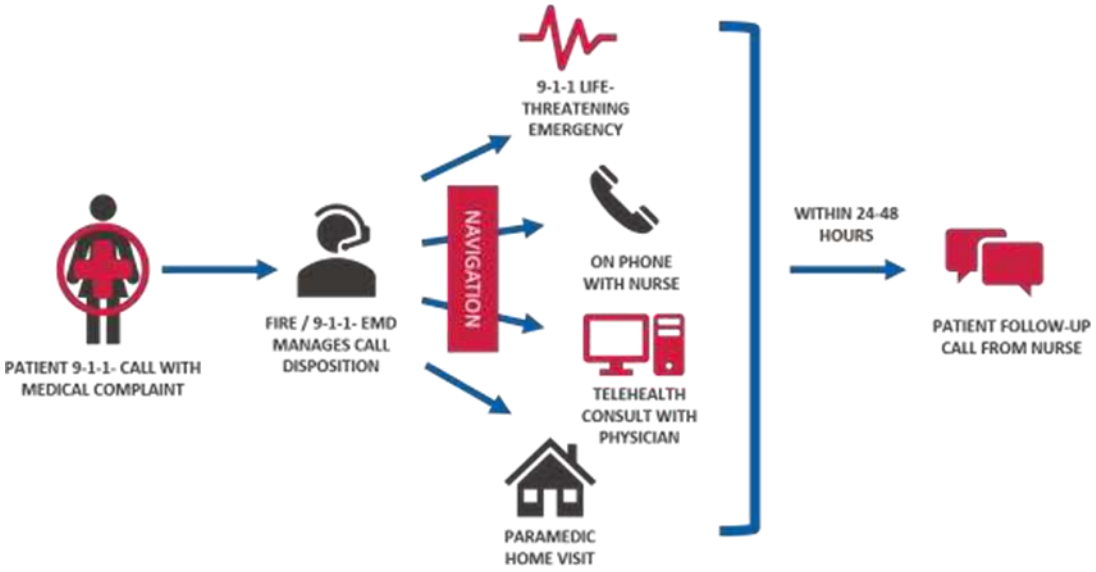
7.5. Description of System Functionality

7.5.1. Documentation should be provided that is descriptive of the functions supported by the system.

Accessing the right healthcare service is never easy. Traditionally, in 911 centers across the country there is only one option available—an ambulance transport to an Emergency Department. GMR Access2Care Nurse Navigation solution is changing that paradigm with a new model that right matches the appropriate level of care based on the caller's medical need. This model provides better management for low acuity calls. Implementing our Nurse Navigation Solution also allows you to increase the availability for more severe, life-threatening calls.

Access2Care's Nurse Navigation services include the following features:

- Nurse triage protocols
- Nurse call center support and answering services
- Nurse navigation services
- Nurse clinical advice
- Telehealth remote patient monitoring and response
- Virtual outreach, engagement, and education programs
- Virtual physician visit facilitation
- White labeled scripting
- Advanced logistics and resource management platform
- Online Ordering System Utilization by Nurse Navigators
- One touch access technology
- Data capture and detailed reporting capabilities



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The heart of all the nurse and physician telephonic support programs is our Medical Command Center (MCC). The MCC is a clinical practice of medicine that utilizes a national network of care coordinators and communication centers to link 911 call centers, nurse navigators, physicians, and mobile medical response teams together. Our MCC provides world-class care coordination, patient navigation, and unplanned care services 24 hours a day, seven days a week, 365 days a year. Our MCC solutions are turnkey and customizable to meet your needs:

White-labeled Hotline. For customers, we can utilize an existing call routing process or Access2Care can provide a unique toll-free phone number that you can distribute to your desired patient population. We can also distribute this number during the during enrollment process for your patients referred to this program. Our MCC nurse navigators answer all calls that come into the center utilizing a white- labeled answering script tailored to client specifications. This helps improve patient acceptance and perception of continuity of care.

Patient Assessment & Coordination. When patients access the hotline, an Access2Care MCC nurse provides a quick patient assessment for life threatening conditions and then take the caller through our proprietary nurse triage protocol to determine the most appropriate locus of care. Our operator uses our proprietary evidence-based clinical decision software to immediately evaluate a patient's current condition, providing a needs-matched, time-appropriate resource allocation ("NMTARA") to meet the patient's unique healthcare needs. Our five-level proprietary triage system ensures we are delivering the right resource at the right time, in the right setting to achieve the right outcome at the right cost.

The locus of care for patients may include in-network resources, care coordination and navigation services, a stand- alone telemedicine visit, scheduling assistance with the patient's PCP, or a specialized mobile response team. The final locus of care is ultimately determined by availability of resources within a geographical response area, in- network qualification, and physician approved protocols.

Telephonic Outreach. In addition, Access2Care can provide telephonic outreach to desired populations to assist in scheduling of primary care physician appointments for high risk/chronic care condition patients who have not had recent required visits with their PCP, provide care coordination and navigation services, and deliver patient care education.

Similarly, our MCC personnel can provide remote patient monitoring and telehealth facilitation services for specific high risk/chronic care condition patients who would benefit from the utilization of electronic outreach, engagement, education, and protocol driven alert response.

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7.5.2. Describe any third-party alliances, relationships, or dependencies.

Envision Physician Services. Access2Care uses our partnership with Envision Physician Services (Envision) to deliver treatment in place services, via telehealth. Envision's large national provider resource and recruitment strength pool allows us access to state-licensed providers as needed to accommodate telehealth referral volume needs per state. Envision currently employs nearly 17,000 licensed emergency medicine physicians across the United States.

Our established telehealth partnerships deliver the latest in telemedicine, remote patient monitoring, and other virtual/OnDemand medical solutions. By blending technology and the best clinicians in the industry, Access2Care will ensure your members get right care at the right time in any setting.

Our integrated programs are specifically designed to fill in gaps in services, streamline operational efficiencies, and create system-wide savings with optimal return on investments. Access2Care and its affiliates use technology that is state-of-the-art and is used to deliver real-time remote monitoring services, access to virtual care providers, point of care testing, and electronic patient care reporting in any setting.

Through our partner, Envision, physicians dedicated to providing tele-support will be board-certified and EMS- experience emergency medicine physicians licensed as appropriate per state. Envision will follow Access2Care protocols per appropriate treatment criteria. Envision providers use evidence-based protocols to determine appropriate levels of care, reviewed with our clinical partners to meet patient need. We also offer numerous protocol models developed by our physician leaders.

Envision's strong organizational effectiveness, clinical and operational management expertise, and sizable national resource pool enable us to effectively meet Access2Care's multi-state coverage needs in a way that most physician organizations cannot. The Envision Telemedicine model allows us to provide high-quality, value-based services to our partners through:

- Dedicated telemedicine physician leadership with talent and time to enhance engagement and education
- Comprehensive quality metric tracking that includes multiple data collection points for each patient
- Operational and administrative management infrastructure to allow physician focus on medical care
- Comprehensive infrastructure allows us to provide the most efficient pricing models
- Demonstrated excellence in rural market outreach, care coordination, and network development
- Access to cutting edge telehealth technologies for seamless and coordinated remote care

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Envision Physician Services will provide tele-support for treatment-in-place via coordination with EMS for utilization of an integrated telemedicine platform providing instant text and video contact with board-certified and EMS-experienced emergency medicine physicians dedicated to support call volumes as needed.

Envisions national scope and resource pool allows us the unique capacity to scale to suit programs needs across diverse regions. Envision is confident in our ability, even given regional market variables, to be capable of implementing this treatment in place model, scaled as appropriate, within 30 to 60 days.

Envision achieved tele-emergency medicine success with Huron Valley Ambulance in Michigan. Envision initiated their first 24/7 tele-emergency program to support multi-county EMS in this area in July 2015. This was the first program in Michigan to respond to select 911 calls with a two-way video-equipped EMS unit designated to treat patients in place. Specially trained paramedics provide a variety of on-scene services to reduce preventable emergency center visits. Envision physicians support this program by providing quality reviews, paramedic education, medical direction, coordination of care, consultation services, and medication prescriptions for patients receiving care. Results include the following outcomes:

- Patients report top decile satisfaction with the care delivered.
- Successful in treating over 50% of patients in place without need for EMS transport, resulting in a significant financial savings for local payors and healthcare systems.

Envision provides national quality oversight via our executive clinical leadership structure to ensure continuous accountability as well as continued adherence to innovative best practices. The following clinical and operational executives will provide oversight and support for selecting physician candidates from amongst our recruitment pool and will ensure continuous quality oversight, operational effectiveness and efficiency, and clinical support.

eVisit. Access2Care facilitated an extensive request for proposals evaluation to identify a telehealth platform optimized for telehealth, nurse navigation, and ET3 programs. Seventeen telehealth platforms were evaluated leading to the selection of eVisit – one of America's leading virtual care platforms. Founded in 2014, eVisit's goal is to simplify the way healthcare organizations deliver care to their existing patients. They are now a market leader in virtual care platforms—serving some of the largest health systems in the nation.

To bring virtual care to emergency medical services (EMS), eVisit reconfigured its platform for the unique needs of first responders. Within 60 seconds of launching the platform, EMS crews can get connected with any emergency department physician listed as available on the provider network.

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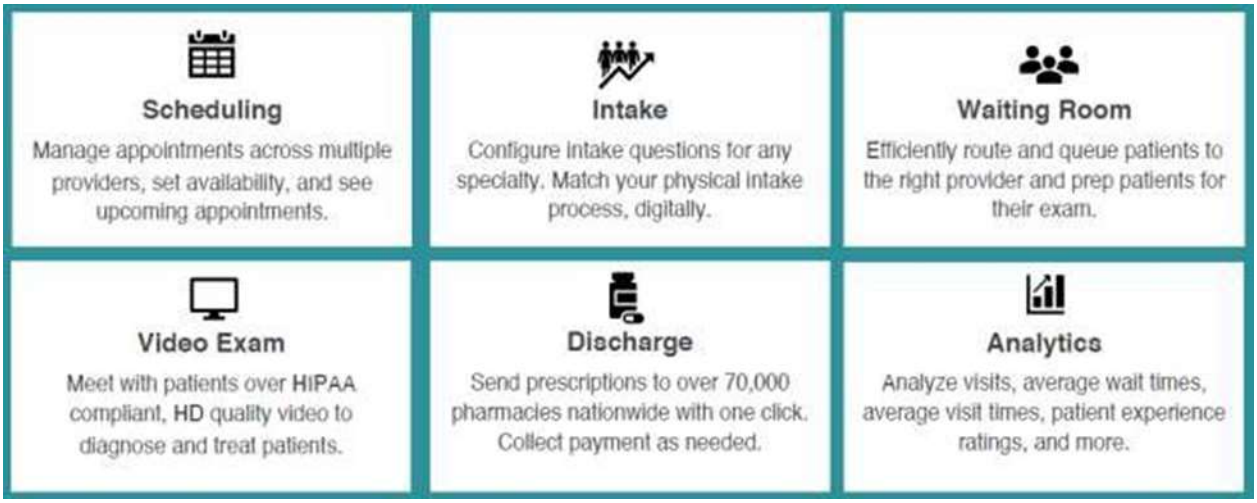
The workflow for intake and patient preparation is fast and efficient enabling quick launch of the two-way video exam. After the EMS crew and patient exit the virtual exam room, the remote emergency department physician can complete their exam write-up, discharge prescriptions, and initiate billing as necessary.



We know telehealth is a journey into the unknown for the field of EMS. Operating procedures, clinical workflows, and technical requirements will all require adaptation as we learn in the field. We need a telehealth platform that canadapt with us and a telehealth company that will respond to our unique needs. Access2Care believes eVisit is that company, and we are confident they will help us achieve this unique mission at the crossroads of healthcare, public health, and public safety.

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7. 6. Consulting Services

7.6.1. Describe your recommended engagement/scope of work to implement your telehealth services and software/hardware at the Onondaga County Department of Emergency Communications.

Access2Care uses a reliable and proven third-party vendor as part of our telehealth services package. Our uniquely assembled solution brings telehealth services including hardware and software-ready to implement for your community. Through our partnership with Envision, we also use eVisit, a market leader in virtual care platforms. Within 60 seconds of launching the platform, EMS crews can get connected with any emergency department physician listed as available on the provider network.

7.6.2. Have you provided consulting services with another governmental agency? If so, please provide reference and scope of work information in detail.

Access2Care has provided consulting and implementation services to jurisdictions nationwide, including Washington D.C., Dekalb, GA, Rochester NY, and Seattle WA. Details on our Washington D.C. and Dekalb County, GA programs can be found in our response to Requirement 7.9.2.

7.6.3. Describe your process for onboarding providers/provider groups? How would you outsource your services to, and onboard local providers/provider groups?

Our partnership with Envision offers locally licensed physicians. Envision's large national provider resource and recruitment strength pool allows us access to state-licensed providers as needed to accommodate telehealth referral volume needs per state. Envision currently employs nearly 17,000 licensed emergency medicine physicians across the United States.

7.6.4. Describe how you assure that all individuals acting as agents or subcontractors, services, and technologies are HIPAA compliant.

Access2Care, its parent and family of companies, and any of its contractors related to this scope of work will comply with all provisions of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This includes, but is not limited to, provisions addressing privacy, security, and confidentiality.

- AMR, also a GMR company, was one of the first U.S. ambulance companies to design a comprehensive Corporate Compliance Program. This rigorous program has been in effect since 1998, five years before the U.S. Department of Health and Human Services issued guidelines for ambulance compliance programs. It covers our Code of Business Conduct, General Compliance guidelines, and HIPAA regulations.
- We employ a full-time Chief Compliance Officer who reports directly to our senior leadership personnel. Our Ethics and Compliance Department is heavily involved in all business decisions.

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- As each employee completes compliance training, they certify either electronically or in writing that they are aware of and understand our compliance program and Code of Business Conduct and Ethics.
- All employees receive training during orientation and during annual updates on the practical applications of HIPAA.

In addition, Access2Care can provide secure technology that protects the sensitive information collected from your patients. We have established a comprehensive HIPAA compliance program related to safeguarding Protected Health Information (PHI). The requirements for protecting patient privacy continue to evolve with the implementation of state privacy statutes and the recently enacted HITECH Act.

Our HIPAA compliance program remains well-positioned to meet the increased expectations of patient privacy and electronic data security and includes the following:

- A Privacy Officer to implement, oversee, and enforce the HIPAA program
- A set of HIPAA compliance policies and procedures that provide all employees with the appropriate procedures and protocols to ensure compliance with the Privacy and Security Rule
- Mandatory new-hire and annual HIPAA education and training for all employees
- A dedicated HIPAA Helpline number to report concerns or questions available to all employees, patients and customers and vendors
- State-of-the-art information technology systems with encryption capabilities to protect the electronic patient data maintained by our organization

Ethics and HIPAA training are required for all employees upon hiring. It is then a core part of their annual reviews. All relevant information on our compliance and HIPAA policies are available to our employees at any time, via our Compliance Department, their supervisor or on the Access2Care intranet.

Access2Care's policies extend to all individuals acting as agents or subcontractors.

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7. 7. Description of service, Product support and Maintenance

7.7.1. Comment on the following where applicable:

Please see answers below.

7. 7. I. I. Manuals

Access2Care has manuals, SLAs, SOWs, and protocols developed to provide details and guidance to our Nurse Navigation program and our partners. These items are proprietary, and upon notification of award or execution of a non-disclosure agreement (NDA), we are happy to provide full details on our Nurse Navigation program design.

7. 7 .1.2. Provide existing EMD or triage protocols

Access2Care has existing EMD and triage protocols.

Nurse navigation assures more appropriate care for the low acuity patient, at the same time ensuring better utilization of emergency resources. Access2Care has already successfully implemented EMS-based nurse navigation services in a number of locations around the country. The key objective of this program is to provide the low acuity patient with alternatives to the emergency department (e.g., nurse advice, urgent care, or primary care visits) and assure adequate follow-up. The local EMS Medical Director would have full involvement in program design and authority to approve the EMD-based procedures and protocols associated with the program.

Access2Care's National Director of Nurse Call Centers will have the authority to manage all essential functions including protocol development and implementation, clinical quality improvement processes and support and oversight for medical personnel. She will oversee all aspects of the program including clinical protocols development and oversight by working closely with the medical director on quality and operations, overseeing relationships with, local officials, interacting with local alternate destinations such as urgent care and Federally Quality Health Clinics, and other functions.

NMTARA protocols are current and active, reviewed on regular basis with Quality Committee and Medical Director.

Medical Director will provide clinical oversight of triage protocols. The Nurse Navigation program will be staffed with Registered Nurses and LVNs proficient with telephonic patient assessment, strong written and verbal communication skills and adaptable with expanding technology tools. Nurses will be actively licensed in Arizona. Orientation to Nurse navigation will include self-study, guided study, and active practicing of triage protocols, navigating appropriate destinations and local geography.

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7. 7 .1.3. Onsite and Offsite training

Nurses will be actively licensed in Arizona. Orientation to Nurse navigation will include self-study, guided study, and active practicing of triage protocols, navigating appropriate destinations and local geography.

7.7.1.4. Helpdesk Operations

Our Nurse Navigation Department is fully staffed 24/7. For customers, we can utilize an existing call routing process or Access2Care can provide a unique toll-free phone number that you can distribute to your desired patient population. We can also distribute this number during the during enrollment process for your patients referred to this program. Our MCC nurse navigators answer all calls that come into the center utilizing a white- labeled answering script tailored to client specifications. This helps improve patient acceptance and perception of continuity of care.

7. 7 .1.5. Frequency and acquisition of upgrades

Upgrades are evaluated routinely and provided as needed.

7. 7 .1. 6. User feedback procedures

All calls (100%) are reviewed and managed by our quality assurance / quality improvement (QA/QI) process. When a sentinel event, unexpected outcome or safety violation is notes or occurs, service level agreements (SLA) or scope of work (SOW) rules guide escalation of that event to appropriate leadership within fire department. Our process is retrospective, as we learn from events and use that knowledge to inform training and future process improvement and alignment. SLA and SOW for feedback procedures are determined during the implementation process

Our QA/QI processes include the following: Regular meetings with Joint Operating Committee (JOC) to review accuracy of calls routed to Nurse Navigators and overall performance, Monitoring of Grievance / Complaint Ration to capture caller complaints and develop pathways to route and address complaints, and Patient Satisfaction measures to include daily call backs within 24 hours of engagement. Monthly reports on several metrics are provided and reviewed. Midstream adjustments are made, as needed.

7. 7 .1. 7. 24/7 and 3 65 support procedures

Access2Care provides a unique 24/7/365 toll-free phone number that you can distribute to your patient population. Our Medical Command Center (MCC) nurse navigators answer all calls that come into the center utilizing a white- labeled answering script tailored to client specifications. This helps improve patient acceptance and perception of continuity of care.

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When patients access the hotline, an Access2Care MCC nurse provides a quick patient assessment for life threatening conditions and then take the caller through our proprietary nurse triage protocol to determine the most appropriate locus of care. Our operator uses our proprietary evidence-based clinical decision software to immediately evaluate a patient's current condition, providing needs-matched time-appropriate resource allocation (NMTARA) to meet the patient's unique healthcare needs.

Additionally, Access2Care provides telephonic outreach to desired populations to assist in scheduling of Primary Care Physician (PCP) appointments for high risk/chronic care patients who have not had recent required visits with their PCP. This can be facilitated with integration of scheduling platforms.

7.7.1.8. Describe methodology to collect and meaningfully interpret data as it pertains to health outcomes, patient and. community risk reduction.

Access2Care maintains ongoing processes to monitor and capture data. All data is captured and managed through eVisit platform and LOGIS CAD platforms. State-of-the-art communications technology used effectively by experienced people is essential for getting resources assigned on time to support the community and its responding stakeholders and first responders. Access2Care keeps pace with leading-edge technology throughout region and the nation.

Access2Care provides transparent and timely reporting and preserves all records to thoroughly document the process for each call, using the Logis CAD system which seamlessly integrates call intake and dispatch services, as well as customizes reporting processes. Our Logis CAD features an intelligent logistics engine that helps us choose the right resource for the right patient at the right time. Frequency of reporting is determined by the County. We work with you to design and deliver weekly, monthly, or quarterly reports.

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7 .8. Implementation

7.8.1. Please provide the benchmark timeline for rollout and explain any deviations and/or adjustments:

We anticipate full implementation of Nurse Navigation and our online ordering capabilities to be completed within 60-90 days of award.

Beginning below, we have provided a matrix of our implementation tasks for this contract, identifying the duration of each. Many variables drive the implementation timeline for a project of this complexity. A key strength of our process is the total management of virtually all tasks. We work to streamline all parts of the implementation process and make the transition as easy on the community as possible. Additional resources will be augmented through our national support team, which provides transitional management for startup operations, mergers, and acquisitions, and hiring events for nurses, all with the goal of all projects being live by your anticipated goal date.

#	Task	Duration
1	PROJECT INITIATION	
1.1	Bid Award Notification	1 day
1.2	Contact Negotiation & Legal Approval	30 days
1.3	Conduct Project Kickoff	1-2 days
2	PROJECT SCOPING & FRAMING	
2.1	Scope of Work	7-14 days
2.2	Operational Scoping / Framing / Planning	14 days
2.3	Assigning Roles and Responsibilities	1-7 days
3	PRE-PROGRAM IMPLEMENTATION	
3.1	Project Coordination	14 days
3.2	Clinical Implementation	14-30 days
3.3	IT/IS Build/Implementation	30-60 days
3.4	Business & Operational Build/Implementation	30 days
3.5	Recruiting/Hiring/Staffing	30-60 days
3.6	Training/Education	14 days
3.7	Finance/Revenue	14-30 days
4	GO-LIVE AND PROGRAM LAUNCH	
4.1	Develop supervisory plan to manage start-up initiatives and objectives	7 days
4.2	Assign supervisory positions	7 days
4.3	Develop operational periods	14 days
4.4	Provide regular briefings	Ongoing
4.5	Complete mock start-up at a prescheduled period to actual go-live day	7 days
4.6	Go live	1 days

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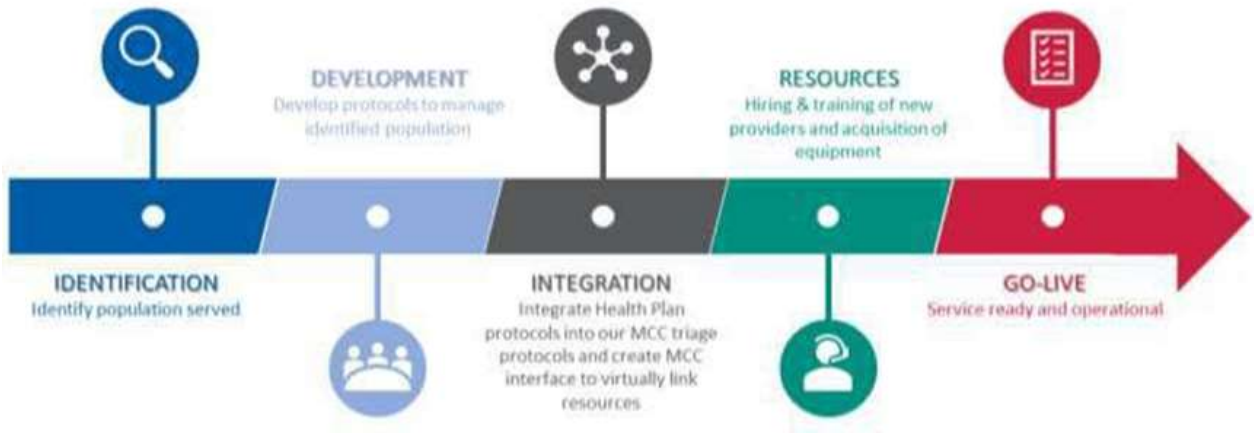
7.8.2. Please explain your implementation methodology.

Access2Care's implementation methodology involves the careful assembly of our resources, management team, and organizational expertise. We are able to begin implementation of this Agreement immediately upon award. We anticipate full implementation of Nurse Navigation and our online ordering capabilities to be completed within 60- 90 days of award.

Immediately upon award, Access2Care will work with the County to identify a mutual project team and begin the implementation process. This is summarized in the graphic below.



We are proud of our strong track record in successfully transitioning to serve new clients and systems. Managing these transitions in a manner most favorable to our new clients, local leadership, and caregivers is a result of methodical and collaborative planning. Our approach requires that we evaluate the required assets, both human and physical, and match our capabilities to the defined standards. It allows us to confidently offer services that we know we can deliver.

We have never failed a readiness review and all implementations were delivered on time and within budget. We have not had a contract terminated by a client for cause within the last five years. We have had no terminations for non-performance, nor been subject to default, received notice of default or failure to perform on a contract

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7. 9. References

7.9.1. List the names of any public agencies of a similar size to Onondaga County where you implemented your system/hardware

Access2Care has several programs across the nation that are partnerships with public agencies. We provide details on two successful partnerships--Washington, D.C. and DeKalb County, GA—in our response to Requirement 7.9.2.

7.9.2. The vendor should at least list the previous projects achieved, providing the following:
7.9.2.1. Name of client, including contact information.
7.9.2.2. Indicate if the client is a public agency.
7.9.2.3. The size of the agency.
7.9.2.4. The size of the support fleet
7.9.2.5. The current business intelligence functionality being used.
7.9.2.6. Contract duration

In recent years, Access2Care has worked together with our partners to develop new and effective ways to manage non-medical and non-emergency transportation, decrease avoidable hospital readmissions, improve system utilization of frequent 911 callers, and integrate multiple resources to better care for patient populations.

Summaries of two of our current operations and programs are described below.

Right Care, Right Now Program in the District of Columbia (March 2018 to Present)

Company	**DC HEALTHCARE COLLABORATIVE**
Address	2000 14th street NW, #500, Washington DC
Contact Name/Title	Edward Mills III, Assistant Chief
Phone | Email	202-673-3320 | edward.mills@dc.gov

Our nurse triage line at the local 911 communications center assesses medical urgency in calls and steers non-severe cases away from emergency crews and toward proper medical providers. The goal of this program is to reduce demand on the overtaxed EMS system, offload the overcrowded emergency departments (EDs), and provide better patient outcomes through care delivery at primary care and/or urgent care sites. Support fleet size and current business intelligence functionality features are not applicable for this contracted partnership.

Our Nurse Triage Line coordinates home visits to patients that receive in home care after calling 911 and speaking with our highly trained nurses. Ready Responders dispatch specially trained EMTs to provide health navigation, education, and management programs designed to provide whole person care to those who frequently utilize the hospital and/or have multiple inpatient stays for non-acute, non-emergent needs. One important aspect of this is ensuring the patient establishes a

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

connection with a primary care provider (PCP) who can serve as an ongoing reliable home base for care and provide referrals to specialty providers. Other items that the patient and Responder address during weekly visits include, but are not limited to:

- Medication and disease management and education.
- Vitals checks.
- Coordinating and aligning their providers so patients have an agreed upon and easily followable care plan for addressing social and medical needs.
- Identifying and addressing the root cause of non-acute frequent hospital visits – Responders will accompany patients to pharmacies, help patients access transportation and schedule appointments.

Highlights of the collaborative program are described below.

- Access2Care's system is fully integrated into the District of Columbia's 911 system and allows for CAD- to-CAD interface of voice and data between 25+ healthcare systems.
- Our staff answering calls referred to the center have a Registered or Vocational Nurse license and possess a minimum of five years of paramedic, ED, acute care and/or triage experience.
- We provide the operational infrastructure and equipment, program management, system design, system integration, personnel, and oversight to implement and manage this effort.
- Our system interfaces with the Health Information Exchange (HIE) and various local medical provider's Electronic Health Record (HER) systems, which aggregate patient data into a profile used to make a triage treatment determination and recommendation.
- Our technology automatically provides the nurse navigator with the names and locations of clinics, case worker's information, insurance carrier, transportation vendors, doctors, and patient information to coordinate referral and transportation to an appropriate clinic.
- We create and maintain preset clinic site walk-in availability and can restrict access to these particular clinics once the last available space has been utilized for each day.

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

DeKalb County GA, DeKalb Nurse Navigation Program (March 2021 to Present)

Company	DeKalb County Fire Rescue
Address	1950 W Exchange Pl, Tucker, GA 30084
Contact Name/Title	Quinn Hudson, Chief Communications Officer
Phone | Email	678-406-7750 | dcfrpublicaffairs@dekalbcountyga.gov

Nurse Navigator Program | DeKalb County, GA

In collaboration with DeKalb County, Access2Care and American Medical Response (AMR) implemented an innovative program to help residents quickly reach the most appropriate level of care. The DeKalb County 911 Nurse Navigation Program provides citizens access to a wider variety of care options to meet their specific medical needs, which include transportation to a local clinic, urgent care or hospital ED. The program builds on a series of innovative approaches implemented by DeKalb County that have streamlined EMS to better manage 911 call volume and resources in one of the nation's fastest-growing regions. Support fleet size and current business intelligence functionality features are not applicable for this contracted partnership.

Access2Care and AMR are able to leverage our national expertise and integrated healthcare solutions to expand access to care, improve patient experience and increase population health throughout the region. The Program ensures that lower acuity calls receive the attention they need, and those callers are presented with more innovative paths to treatment that are often closer to home, where medical treatment can be received faster than a visit to a hospital ED.

Through the DeKalb County 911 Nurse Navigation Program, some 911 calls with non-emergency injuries or illnesses are transferred to a Registered Nurse who assesses symptoms and refers them to the most appropriate medical care that could include referral to a local clinic or urgent care center. The nurse presents to the caller a list of available healthcare providers in their community that can provide the appropriate services based on the caller's clinical needs. The nurse facilitates and schedules an appointment directly with the provider to streamline the patient experience. In addition, the nurse orders transportation for the caller on an as-needed basis through participation with their insurance plan.

Access2Care and AMR have the employee base, resources, and experience to provide the necessary and immediate assistance that alleviates the pressure on EMS systems and enhances their ability to care for their community. These integrated solutions improve outcomes and unit availability, as well as educate communities on the appropriate use of 911. The result – a more functional system that enables local fire agencies and EMS to focus on providing timely, appropriate, and high-quality patient care while controlling costs and improving outcomes.

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

7 .10. Detailed Cost model introduction

7 .10.1. Please provide the lump sum annual cost for all services included within the proposal

Our lump sum annual cost for all services for year one (1) is $446,000.00 and includes the computer-aided dispatch (CAD) integration costs of $50,000.00. Subsequent contract years have estimated annual lump sum costs of $528,000.00.

7.10.1.1. Include annual costs for possible renewal years 2 and 3

Renewal years or subsequent contract years have estimated lump sum costs of $528,000.00, annually.

7.10.2. If Third-Party integration is required, what are the estimated costs involved?

There are no additional costs with Access2Care's solution. The patient's insurance is billed directly. Currently, for uninsured patients, unpaid billed costs are written off and absorbed by organization.

7.10.3. What is your licensing model and pricing structure?

Access2Care doesn't offer licensing or free-standing purchasing options for our proprietary system and solution design. Our unique ready-to-implement packaged services are only achieved through a partnership with Access2Care.

7.10.4. Costs associated with integrating with Hexagon Computer Aided Dispatch Software and PriorityDispatch Medical Software for cold hand off of callers.

Our lump sum annual cost for all services for year one (1) is $446,000.00 includes the computer-aided dispatch (CAD) integration costs of $50,000.00

7.10.5. Please list any costs not included in the proposal

There are no additional costs that are not included in the proposal.

7.10.6. Please list costs for any additional services that can be provided

Access2Care, as part of a large healthcare organization, Global Medical Response, Inc., has offers many adjacent and related services that help organizations and communities provide care competently and reliably. We are happy to review our full menu of customizable solutions.

About GMR

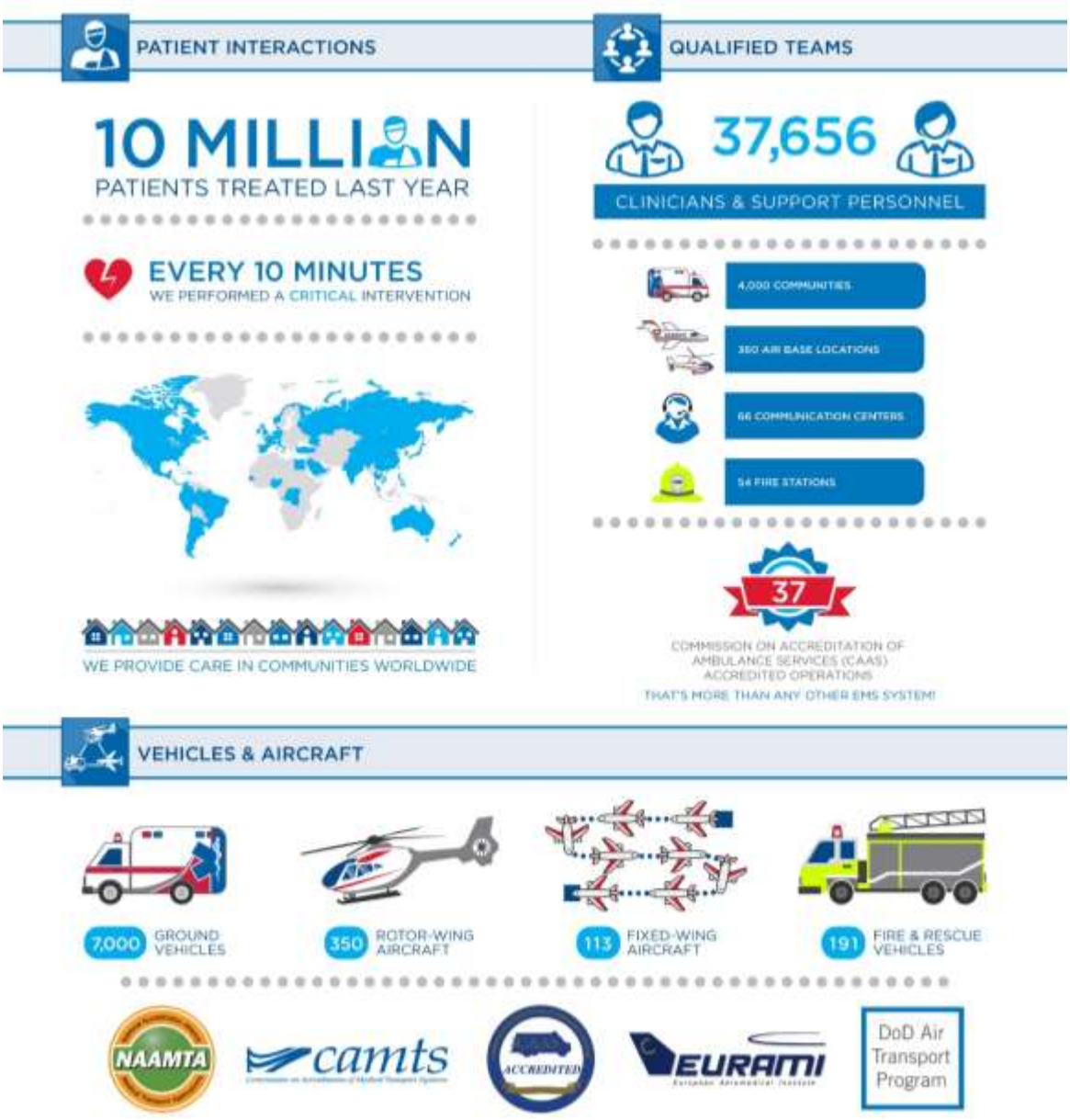
Our parent company, Global Medical Response, Inc. (GMR) is an industry leading medical transportation company founded in 2018 by combining the industry leaders in air, ground, managed medical transportation, and community, industrial/specialty and wildland fire services.

With close to 38,000 employees, GMR teams deliver compassionate, quality medical care, primarily in the areas of emergency and patient relocation services in the United States, the District of Columbia and around the world. Each of our companies have

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

long histories of proudly serving the communities where we live. In addition to AMR, GMR companies include the following: Guardian Flight, LLC, Rural Metro Fire, Air Evac Lifeteam, REACH Air Medical Services, Med-Trans Corporation, and AirMed International—just to name a few.

Combined, we treated 10 million patients last year utilizing 7,000 ground vehicles, 190 fire vehicles, 350 rotor-wing aircraft and 113 fixed-wing aircraft. We are the largest medical transport company in the world, focusing on intimate and high-service solutions at a local level. With the extensive resources and experience of GMR, we are able to work with our partners to develop integrated solutions to patient transportation that cover ground, rotor-wing and fixed-wing modalities.



Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

GMR Services & Solutions

The GMR family of companies provide solutions in the United States and around the world. The combination of our services (shown below) results in superior air and ground medical transportation services for delivery of seamless, reliable and highest quality patient care. Our combined company provides services for every segment of the patient journey. This enhanced scale and breadth of service capabilities results in strategic relationships with municipalities, government agencies, providers and payors.

AirMed International, the contracting entity, offers unparalleled medical care and bedside-to-bedside transportation with some of the most experienced air medical crews in the industry. AirMed owns and operates a fleet of fully customized and permanently medically configured jets, while employing its own dispatch, flight and medical teams. AirMed has been recognized through accreditation from CAMTS and EURAMI.

American Medical Response (AMR) is America's leading provider of ground medical transportation, provides services in 40 states and the District of Columbia. More than 28,000 AMR paramedics, EMTs, RNs and other professionals work together to transport more than 4.8 million patients nationwide each year in critical, emergency and non-emergency situations.

Air Evac Lifeteam is the nation's leading provider of helicopter air ambulance services. Crews consisting of a pilot, a flight nurse and a flight paramedic, are on duty seven days a week to respond to the scene of a medical emergency or transport patients between medical facilities. The company operates more than 140 air medical bases across 15 states.

Med-Trans is a leading national medical transport provider, focused on establishing professional relationships with leading health systems, medical centers and EMS agencies. Med-Trans offers a broad range of solutions to help its partners achieve successful patient outcomes with relationships in 26 states and operations from more than 90 base locations.

REACH Air Medical Services provides critical care air and ground transport service to communities throughout California, Oregon, Nevada, Montana, Texas, Colorado and Hawaii. REACH employs hundreds of highly trained nurses, paramedics, pilots and aircraft maintenance technicians to provide service to patients using their fleet of medically equipped helicopters, airplanes and ground ambulances. REACH is accredited by CAMTS.

Guardian Flight is a leading provider of air medical services, transporting patients in remote and rural settings to large hospitals in metropolitan areas. We use the most advanced equipment, quality aircraft and, most importantly, trained and experienced staff to accomplish our mission of saving lives and caring for our communities.

Rural Metro Fire provides emergency medical transportation, non-emergency general medical transportation, fire protection services and other emergency-related services to private and commercial enterprises. Rural Metro Fire employs more than 7,500 people and answers 1.5 million calls for service yearly.

Access2Care is the innovation arm of Global Medical Response, developing services and technologies for managed transportion, online transport ordering, transfer center coordination, nurse navigation and telehealth. These solutions seamlessly integrate to help our customers provide better patient care and outcomes.

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

Exhibits

Marketing materials and outreach information begin on the following page.

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ARLINGTON 911 NURSE NAVIGATION PROGRAM

The City of Arlington, in collaboration with American Medical Response, is launching an innovative program to help its residents quickly reach the appropriate level of care. Not every 911 call requires ambulance transportation to a hospital's emergency department. Based on a caller's description of their symptoms, they may be transferred to a nurse to determine the most appropriate path for treatment.

What is the Arlington 911 Nurse Navigation Program?

The Nurse Navigation program gets you to the right level of care, which may or may not include transportation to a hospital emergency department. 911 calls with non-emergency injuries or illnesses are transferred to a nurse who can assess your symptoms and refer you to the most appropriate medical care. This care could include referral to a local clinic or urgent care.

When should I call 911?

You should only call 911 for a serious medical emergency that you believe is life threatening or that may be or become life threatening, for example:

- Trouble breathing
- Chest pain
- Heart attack
- Cardiac arrest
- Fainting
- A severe allergic reaction
- Injuries from a fall or accident
- Seizures
- Severe pain
- Other urgent matters

You should not call 911 for minor illnesses or injuries, for example, a cold or virus, a minor cut or for a routine or chronic medical matter that can be addressed through an appointment with a primary care physician.

Will Arlington EMS still respond and transport me to a hospital if I call 911?

It depends. If your condition is an urgent, life-threatening or potentially life-threatening emergency, the 911 center will dispatch Arlington EMS first responders who will assess your symptoms, and transport you to the hospital directly.

If your condition is not a medical emergency, you may be transferred to the **Arlington 911 Nurse Navigation** line and the nurse will assess your symptoms and determine the most appropriate medical care for your condition.

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How will it be determined whether I will be transferred to the Arlington 911 Nurse Navigation?

The 911 operator will ask you questions about your medical symptoms and will make the determination on the best course of care for you based on those symptoms.

How will a determination be made about which medical clinic I will be referred to?

The nurse will connect you to the most appropriate level of care available, taking into account your existing primary care provider (if any), the location where you last received care, your location, the time of day and the availability of healthcare providers.

Will the nurse schedule an appointment for me at the medical clinic at a predetermined time? Will the staff know when I will arrive and why?

Each clinic has walk-in appointments that will be available for **Arlington 911 Nurse Navigation** patients. The nurse will notify the clinic that you are on the way, provide your estimated time of arrival and the reason(s) you are seeking medical care. Upon your arrival, you will be seen as soon as possible.

Will the medical providers be able to prescribe medication during my visit?

Yes, the selected medical providers will be able to prescribe medications.

Should I call 911 to schedule any follow-up or future appointments at the medical clinic in which I was seen?

No. You should schedule all non-life-threatening medical appointments directly with the medical clinic in which you were seen, and where you are now a registered patient, or with any other non-emergency healthcare facilities that the clinic may refer you to.

What happens if the nurse at the Arlington 911 Nurse Navigation line determines that my condition warrants transport to a hospital emergency department?

Nurses at the **Arlington 911 Nurse Navigation** line should only receive calls that would typically be best handled in a non-emergency healthcare environment as opposed to a hospital emergency room setting. However, if the nurse determines that your condition is of an urgent or emergency nature that can best be treated at a hospital or that you should be assessed by Arlington EMS first responders, we will dispatch an Arlington EMS unit to you.

What are the nurses' qualifications?

The nurses are licensed in the state of Texas and have experience in emergency nursing. They are trained with the practice of telephone triage.

If I talk to the nurse and still want to be transported to the hospital by ambulance, what happens then?

The nurse will make the decision on the most appropriate level of care for you based on your symptoms. If your symptoms are not an emergency, the nurse will refer you to the most appropriate level of care.

For more information, contact **XXXXXXX** at **000.000.0000. For emergencies, call 911.**

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

ARLINGTON 911 NURSE NAVIGATION PROGRAM

RIGHT CARE. RIGHT TIME. RIGHT PLACE.

When calling 911, a trip to a hospital's emergency department may not be the best solution based on your medical needs. With Arlington's innovative new program, developed in conjunction with American Medical Response, you have more options for the type of care you receive, and how and where you receive it.

RIGHT CARE

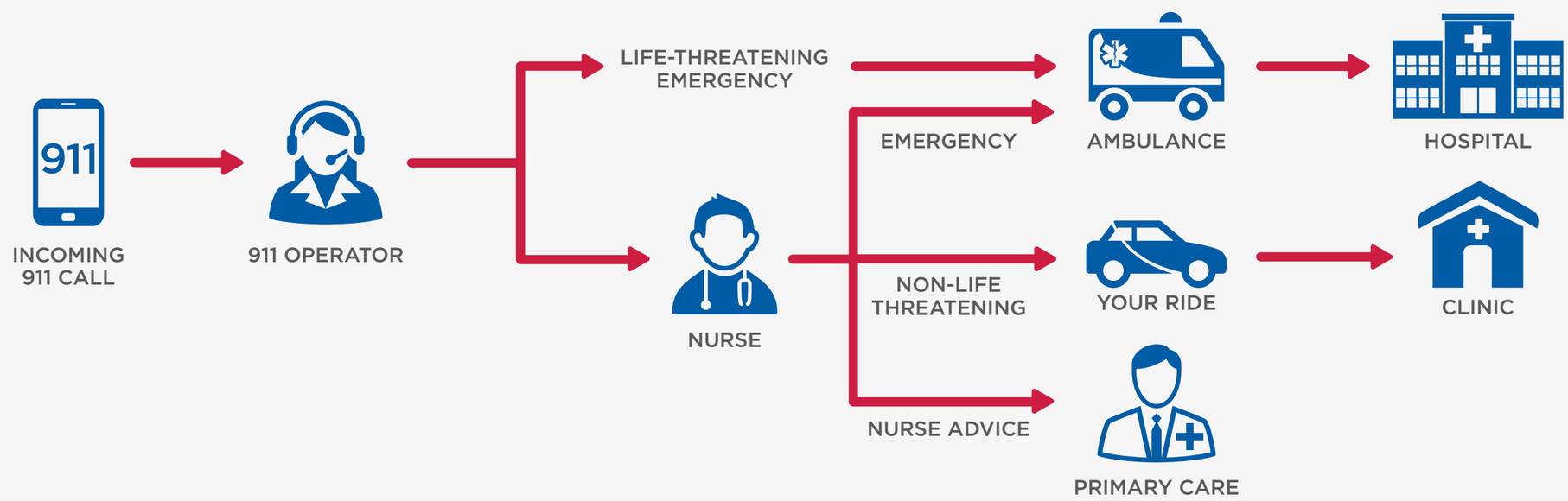
Nurse consultation to determine the caller's specific needs

RIGHT TIME

Nurses quickly determine the appropriate care

RIGHT PLACE

Including local clinics, urgent care centers or treatment in place



Our innovative Nurse Navigation Line ensures you quickly reach the most appropriate level of care based on your needs. This may include transportation to a local clinic, urgent care or hospital emergency department. You talk to a licensed nurse to make that decision together.

To learn more about this program, please contact **xxxxxxxxxxx xxxxxxxx** at **xxx.xxx.xxxx**

ARLINGTON EMS SYSTEM

In partnership with AMR A Global Medical Response Solution

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

NURSE NAVIGATION

Transforming The EMS Journey

Accessing the right healthcare service is never easy. Traditionally, in 911 centers across the country there is only one option available—an ambulance transport to an Emergency Department. GMR Access2Care Nurse Navigation Solution is changing that paradigm with a new model that right matches the appropriate level of care based on the callers medical need. Implementing our Nurse Navigation Solution also allows you to increase the availability for more severe, life-threatening calls.

CUSTOMIZED DELIVERY MODELS TO FIT YOUR NEEDS

Our delivery model can be customized to meet your needs whether you are in a large metropolitan area or need a solution on a smaller scale.

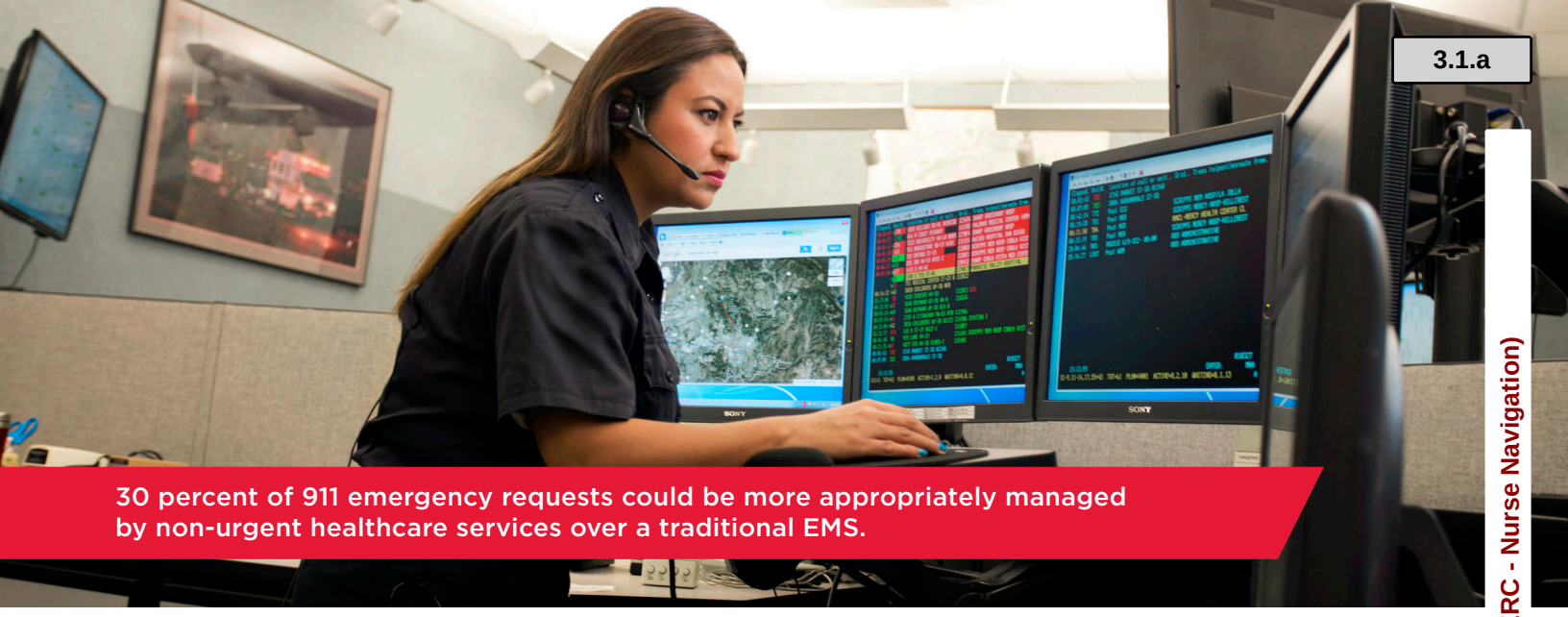
EMBEDDED	HYBRID MODEL	SHARED SOLUTION
24/7		
24/7 Staffed Solution Nurses are embedded, physically present and function within the center	**Embedded from 8 am to 5 pm*** *times to be determined Rollover to shared communication centers	**Shared Solution** Multiple customers share capacity in one communication center
Large Community Solution	Mid-Large Community Solution	Small Community Solution

Call **855.267.0911** or scan to learn more.

Access2Care

A Global Medical Response Solution

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

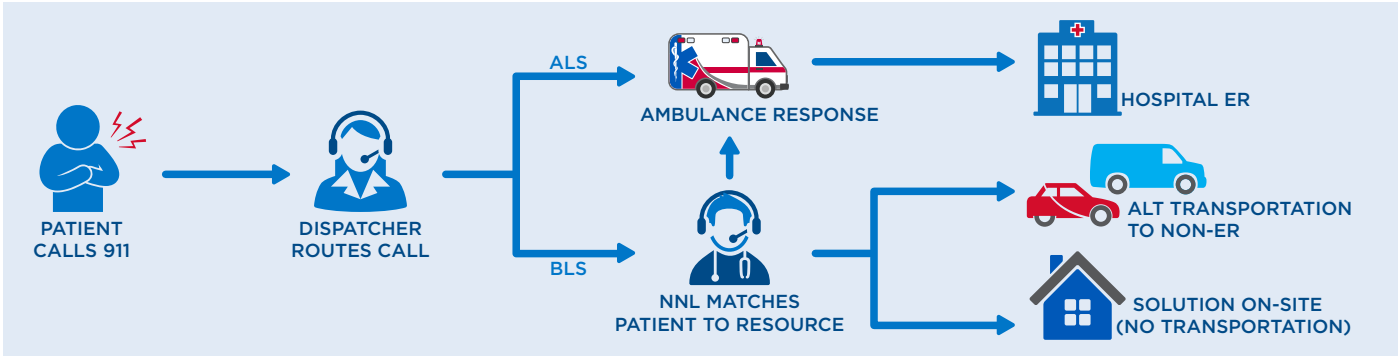


30 percent of 911 emergency requests could be more appropriately managed by non-urgent healthcare services over a traditional EMS.

WHY PARTNER?

Today your only solution is to respond. Our Nurse Navigation Solution:

- Frees up EMS resources for true emergency calls
- Reduces unnecessary utilization and spend
- Provides better access to care
- Improves patient experience to right match care to their needs
- Delivers customizable data management and reporting



PROVEN SUCCESS

Results based on AMR's 911 Nurse Navigation program implemented for a major metropolitan 911 system.

LESS THAN 37 MIN, AVG. TIME
FOR PATIENTS TO ARRIVE AT CLINICS

61% LOW ACUITY CALLS TRIAGED
AS EITHER SELF-CARE OR REFERRAL TO CLINIC

8% INCREASE IN PATIENT SELF-CARE OR CLINIC REFERRAL
SINCE START OF PROGRAM

33,000+ LOW ACUITY CALLS TRIAGED
SINCE START OF PROGRAM

98% PATIENT SATISFACTION RATING

Call **855.267.0911** or scan to learn more.

PROVIDING CARE TO THE WORLD AT A MOMENT'S NOTICE

Access2Care
A Global Medic

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

Onondaga County
Executive Department
Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

REQUEST FOR PROPOSAL

TITLE: Emergency Communications E911 Call Screening and Diversion

NUMBER: #21-3400-002

CLOSING DATE AND TIME: October 28, 2021 at 4:00 P.M.

DELIVER TO: Onondaga County Division of Purchase, address above

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature, below, Contractor subscribes and Contractor affirms as true under penalties of perjury the following statement:

> By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:
Access2Care, LLC, 6363 S. Fiddlers Green Cir., Greenwood Village, CO 80111

State of Incorporation MO Telephone number 480.606.3231

Mailing Address 6363 S. Fiddlers Green Cir., Greenwood Village, CO 80111

Federal I.D. number 01-0876348

Authorized signature [signature]

Typed or Printed Name Sven Johnson

Title of Authorized Person Senior Vice President Innovation and Chief Operating Officer

Receipt of Addenda Nos. 1 is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (https://www.ny.gov/combating-sexual-harassment-workplace/employers)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

****

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: Access2Care, LLC Date: 28 October 2021

Signature of Authorized Person: _____

Printed Name and Title of Authorized Person: _____

Senior Vice President Innovation and Chief Operating Officer

REQUEST FOR PROPOSAL

TITLE: Emergency Communications E911 Call Screening and Diversion

NUMBER: #21-3400-002

Attachment: Access2Care-Proposal-to-Onondaga-County-E911_(2021-10-28) (11378 : DOERC - Nurse Navigation)

Onondaga County
Executive Department
Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

DATE: October 12, 2021

Subject: Request for Proposal RFP #21-3400-002
Emergency Communications E911 Call Screening and Diversion

Dear Vendor:

Enclosed is an Onondaga County Request for Proposal (RFP) seeking a contract to provide Call Screening and Diversion Services for the Onondaga County Department of Emergency Communications E911. The County is seeking a quality firm to provide high quality services.

Please review the attached materials and respond in accordance with the instructions in the RFP. If you have technical questions relating to the scope of services or questions relating to the RFP process, please contact the undersigned. Otherwise, the only permissible County contacts for vendors regarding this RFP are listed in Sections 4.1, 4.2, and 4.3 or are otherwise identified in the document.

Thank you for your anticipated interest in this service to Onondaga County. If it is not your intention to submit a proposal, please notify us in writing before the proposal close date.

Sincerely,

Daniel Hammer

Daniel Hammer
Purchasing Director

Attachments

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

1. INTRODUCTION AND INSTRUCTIONS

1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Onondaga County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Onondaga County Purchasing rules require selection of services through a Request for Proposal process.

1.2. Schedule of Events. The schedule of events set out herein represents the County of Onondaga's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	10/12/21	Proposal Submission Deadline:	10/28/21
Pre-Proposal Meeting:	N/A	Expected Award Date:	11/03/21
Final Date for Submission of Questions:	10/19/21	Expected Contract Start Date:	12/01/21
Addendum Answering all Questions Issued by County	10/21/21		

1.3. Submission of Proposals

1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy – in the form of a compact disk or flash drive), shall be submitted to the Onondaga County Division of Purchase the John H. Mulroy Civic Center, 421 Montgomery Street, 13th Floor, Syracuse, New York, no later than 4:00 p.m., October 28, 2021.

1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.

1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.

1.3.5. Responses to this RFP may require that potential vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the vendor.

1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of Division of Purchase may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Division of Purchase may be withdrawn by the vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Purchasing Director.

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

1.5. Award and Contract Information

1.5.1. Onondaga County encourages its contractors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be a priority in evaluating responses to this RFP.

Onondaga County requires all respondents to this RFP for professional services: (1) to be a certified MWBE prime contractor, or (2) to subcontract services and/or purchase supplies from a MWBE partner (or MWBE Partners) sufficient so that not less than 30% of the total value of the work and supplies purchased by the County from your company, or, if such 30% requirement is unattainable, to submit a written explanation for why the 30% requirement is unattainable, along with a description of any attempted efforts to meet the 30% requirement. The County will consider M/WBE contractors that have applied for New York State Certification. Onondaga County will consider on a case by case basis City of Syracuse or other M/WBE certifications your company has attained.

Suppliers that submit proposals in response to this RFP will be required to submit a conceptual plan identifying the services and / or supplies that will be subcontracted or purchased, respectively, from your identified M/WBE partners.

1.5.2. The Vendor also agrees that should this firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.

1.5.4. Onondaga County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.

1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful vendor will become a part of the Contract and will be in effect for the duration of the contract period The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.

1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

1.5.7. Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contractors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality makes their own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. Onondaga County is not responsible for determining a municipality's ability to piggyback, and that right is reserved exclusively to local counsel. Although extension of the contract to additional municipalities is optional for the vendor, providing this service is a priority for the County.

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

Onondaga County
Executive Department
Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

REQUEST FOR PROPOSAL

TITLE: Emergency Communications E911 Call Screening and Diversion

NUMBER: #21-3400-002

CLOSING DATE AND TIME: October 28, 2021 at 4:00 P.M.

DELIVER TO: Onondaga County Division of Purchase, address above

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature, below, Contractor subscribes and Contractor affirms as true under penalties of perjury the following statement:

> By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

_____

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. _____ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (https://www.ny.gov/combating-sexual-harassment-workplace/employers)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

****

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____ Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Emergency Communications E911 Call Screening and Diversion

NUMBER: #21-3400-002

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

2. ONONDAGA COUNTY GREEN AND SUSTAINABLE PRACTICES

Sustainable Practices: It is the goal of Onondaga County to limit its carbon footprint and the environmental impact of its activities through its carbon calculator by achieving 1% each year over the next 25 years. If contractor participates in any sustainable practices such as but not limited to alternative fuels in contractor vehicles, recyclable materials used in advertising, or sustainable features at any support facilities, please include them here for consideration. County may consider high priority sustainability solutions of the contractor after reviewing full and compliant responses to inquiries made in the RFP.

3. PROPOSAL SUBMITTAL

Original Proposal The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked Emergency Communications E911 Call Screening and Diversion #21-3400-002. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

3.1. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

3.1.1. Cover Page:
- 3.1.1.1. Full proposal name and number.
- 3.1.1.2. Submission date and time.
- 3.1.1.3. Prime Contractor name (Onondaga County/Vendor who is responsible).

3.1.2. Table of Contents:
- 3.1.2.1. All items listed in Proposal Format in the sequence listed.

3.1.3. Executive Summary:
- 3.1.3.1. Summarize understanding of the scope of the RFP (project).
- 3.1.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
- 3.1.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
- 3.1.3.4. State exceptions and omissions to stated requirements.
- 3.1.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
- 3.1.3.6. Summarize all resources, assumed or expected, to be provided by Onondaga County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

3.1.4. Compliance Statement:
- 3.1.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

3.1.5. Project Coordination and Scheduling
- 3.1.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

3.2.6. Vendor Responsibilities

3.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

3.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

4. QUESTIONS

4.1. During the period between the earliest notice of the RFP to vendors and the contract award, no county employee can accept oral, written, or electronic contact from vendors regarding the procurement, except as authorized in Section 4 of the RFP. All proposals will remain sealed until after the submission deadline.

4.2. All questions regarding the RFP must be submitted in writing to:

Daniel Hammer, Director
Onondaga County Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

4.3. Questions may also be directed by email to rfp@ongov.net. All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

5. REIMBURSEMENT/GIFTS

5.1. Denial of Reimbursement The County will not reimburse vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

5.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

6. GENERAL PROVISIONS

6.1. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

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6.2. Insurance

6.2.1. Liability Insurance

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

6.2.2. Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contrac shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and adc County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability o County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insure to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shal be endorsed by the insurer to obligate the insurer to give County written notice of any termination o substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

6.2.3. Contractor shall obtain these insurance contracts:

6.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount $1 million for each occurrence of, and in a minimum amount of $2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

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6.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of $1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of $2 million for each occurrence of death or injury of any person, or injury to the economic interests of any person or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.4. Professional liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of $2 million for each occurrence of and in a minimum amount of $4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.5. Contractor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

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6.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

6.2.4.1. This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2. Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

6.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator showing that Contractor, and other person or entity making or performing this agreement has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.3. Assignment Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Contractor's right, title, or interest in this agreement, or Contractor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

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6.4. Independent Contractor Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

6.5. Conflict of Interest At the time Contractor submits a response, or if no response is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

6.6. Account Representative The successful Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.

6.7. Responsiveness Vendors are expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.

6.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the vendor for 180 days from the last date to submit the proposal.

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6.9. Advertising Award The successful Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

6.10. Beginning Work The successful Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.

6.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that Onondaga County will provide space, people, materials and other resources, etc.

6.12 Contract The contract between the County and the Vendor shall include:

6.12.1 The Request for Proposal (RFP) and any amendments thereto, and the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the RFP and the proposal, the provisions and requirements set forth and/or referenced in the RFP shall govern. Onondaga County reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

6.12.2 The standard Onondaga County Vendor contract, a copy of which is available upon request.

6.13 Extensions and Amendment Contract will be for one (1) year(s) with two (2) possible one (1) year extensions requiring mutual consent of the County and the Vendor. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

6.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months.

6.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

6.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.

6.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The county will not accept any request by a potential vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.

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6.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

6.19 Funding Onondaga County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.

6.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

6.21 Preparation of Proposal

6.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.

6.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.

6.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

6.21.4 Failure to respond (i.e. submission of a proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

7. SCOPE OF SERVICE

7.1. Introduction

7.1.1. Onondaga County Department of Emergency Communications is requesting proposals for low acuity call screening / diversion from a 911 call center and diverting specific calls that are determined that an ambulance service is not needed. The Onondaga County Department of Emergency Communications is looking for a solution to the long ambulance wait times in hospitals The solution must evaluate the patients' current condition and provide time-appropriate resource allocation to meet the healthcare needs per CDC guidelines. The solution will be customizable, turnkey, and integrate with our current Hexagon Computer aided dispatch/Priority Dispatch Medical software. It will be an all-inclusive diversionary system that provides IT, CAD and EMD protocol integration. The goal is to conserve ambulance resources for emergency calls requiring transport to a hospital, and provide more appropriate level care for citizens writ large.

7.2. Respondent's Capabilities / Telehealth services

7.2.1. Please provide information from the Respondent about your use of telehealth medical care settings to facilitate the care of individuals at risk.

7.2.1.1. Describe the process and types of professionals (e.g., psychiatrists, addiction medicine physicians, psychologists, social workers, nurse practitioners, mental health and/or substance use disorder counselors, etc.) who provided consultations in the past.

7.2.1.2. Describe the clinical scope of your service in determining risk for suicide, alcohol use disorder, and opioid use disorder, and associated workflows (e.g., assessment, diagnosis, brief interventions such as safety planning, referral) of the consultation. If patients/customers are

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

followed by your telehealth service after their ED visit, describe how this is done, and for how long.

7.2.1.3. Describe whether your consultation service has working/active referral relationships with local community-based outpatient mental health and/or substance use disorder treatment specialty clinicians or office-based

7.2.1.4. If your telehealth service provides community crisis services, and/or works with local crisis services, describe if your efforts also work to divert patients/customers from the ED in the future.

7.2.2. Describe the nature of the consultation, such as provider-to-provider consultation; and/or direct contact between the consultant and the patient/customer. Information on the types of practices delivered by telehealth consultation, such as screening, evaluation, triage, intervention, disposition.

7.2.3. Include information on whether the telehealth consultation service has been evaluated, and if so, what outcomes (e.g., repeat ED visits; hospitalization; other health care utilization; deaths) were examined, and over what period of time.

7.2.4. Describe your process that would encourage 9-1-1 callers to access your providers/network for low acuity or behavioral calls by method(s) outside of the 9-1-1 system.

7.2.5. Describe practices related to accreditation (e.g., Joint Commission) when using telehealth health consultation (e.g., practices recoded appropriately; privacy risks minimized; and credentialing, privileging, and verifying qualifications), and how those were addressed.

7.2.6. Describe standards applicable to the telehealth industry, and how you assure compliance.

7.2.7. Please provide Information on the types of technologies used for telehealth consultation (e.g., close circuit video; telephone; app-based; asynchronous consultations, etc.).

7.2.7.1. Within the work flow, what decision-making process guides when, and for which patient/customer (e.g., age groups or health disparity populations, socioeconomic status, geographic location, languages and interpreter services for those with low fluency in English) telehealth consultation is sought for suicide risk and overdose risk.

7.2.7.2. Describe any efforts to insure cultural sensitivity and linguistic needs.

7.2.8. Describe the staffing model and contingencies that would be used to assure 24 hour-a-day coverage 365 days a year.

7.2.9. Describe your expectations of the Onondaga County Emergency Communications protocols and behavior.

7.2.10. Describe triage protocols, triggers, and the conceptual internal processes to reroute at-risk patients back into the 9-1-1 system for emergency dispatch as appropriate.

7.2.11. Describe process for recognition and review of sentinel events, unexpected outcomes, or violations of safety. Describe after-event mitigation practices.

7.3. Description of Technical Design

7.3.1. The Respondent should provide information about overall system design including, as applicable, the following:

7.3.1.1. Hardware Requirements and Specifications

7.3.1.2. Operating system/software environment

7.3.1.3. Physical security features

7.3.1.4. Detailed network requirements and protocols

7.3.1.5. Data Security protocols

7.3.1.6. Database environment and storage

7.3.1.7. Description of the user interface, including browser-based screens for all functions of the system

7.3.1.8. Description of the installation process

7.3.1.9. Description of application security and auditing features

7.3.1.10. Detailed interface requirements

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

7.3.2. Describe and demonstrate all relevant technologies to its services, including whether all technologies can be congruent/compatible with the Onondaga County Emergency Communications 911 telephone, computer, radio, or other communication/information devices, including redundancy technologies and practices for continuity of services, data storage, and information retrieval.

7.3.3. Demonstrate services and technologies that supply remote electronic audio/visual services for the purposes facilitating conversations between patient, the Respondent's medical provider(s), and Onondaga County Emergency Communications. Include description of limitations of devices and technologies.

7.3.4. Describe data storage, security, retrieval, and retention practices

7.4. Training / Anticipated Learning curve

7.4.1. What types of training are established for the above-mentioned services?

7.4.2. How many end users have you trained in previous implementations? Provide details.

7.4.3. Describe the initial and ongoing training of Onondaga County Emergency Communications staff. Include hours and frequency.

7.4.4. What is your anticipated learning curve for the various user groups at the Onondaga County Emergency Communications? (Administrators, Supervisors, Front Line Users, Training department)

7.4.5. How successful has your firm been with training to the various types of user groups referenced above?

7.4.6. Existing service and product literature and prepared marketing materials may be included; however, this information is less useful than a more detailed user and technical document. Please include information on the following, where applicable:

7.4.6.1. Types of education available

7.4.6.2. Electronic Mail communications

7.4.6.3. Telephonic communication options available

7.4.6.4. Language translation

7.5. Description of System Functionality

7.5.1. Documentation should be provided that is descriptive of the functions supported by the system.

7.5.2. Describe any third-party alliances, relationships, or dependencies.

7.6. Consulting Services

7.6.1. Describe your recommended engagement/scope of work to implement your telehealth services and software/hardware at the Onondaga County Department of Emergency Communications.

7.6.2. Have you provided consulting services with another governmental agency? If so, please provide reference and scope of work information in detail.

7.6.3. Describe your process for onboarding providers/provider groups? How would you outsource your services to, and onboard local providers/provider groups?

7.6.4. Describe how you assure that all individuals acting as agents or subcontractors, services, and technologies are HIPAA compliant.

7.7. Description of service, Product support and Maintenance

7.7.1. Comment on the following where applicable:

7.7.1.1. Manuals

7.7.1.2. Provide existing EMD or triage protocols

7.7.1.3. Onsite and Offsite training

7.7.1.4. Helpdesk Operations

7.7.1.5. Frequency and acquisition of upgrades

7.7.1.6. User feedback procedures

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

7.7.1.7. 24/7 and 365 support procedures
7.7.1.8. Describe methodology to collect and meaningfully interpret data as it pertains to health outcomes, patient and community risk reduction.

7.8. Implementation
7.8.1. Please provide the benchmark timeline for rollout and explain any deviations and/or adjustments.
7.8.2. Please explain your implementation methodology.

7.9. References
7.9.1. List the names of any public agencies of a similar size to Onondaga County where you implemented your system/hardware
7.9.2. The vendor should at least list the previous projects achieved, providing the following:
7.9.2.1. Name of client, including contact information.
7.9.2.2. Indicate if the client is a public agency.
7.9.2.3. The size of the agency.
7.9.2.4. The size of the support fleet
7.9.2.5. The current business intelligence functionality being used.
7.9.2.6. Contract duration

7.10. Detailed Cost model introduction
7.10.1. Please provide the lump sum annual cost for all services included within the proposal
7.10.1.1. Include annual costs for possible renewal years 2 and 3
7.10.2. If Third-Party integration is required, what are the estimated costs involved?
7.10.3. What is your licensing model and pricing structure?
7.10.4. Costs associated with integrating with Hexagon Computer Aided Dispatch Software and Priority Dispatch Medical Software for cold hand off of callers.
7.10.5. Please list any costs not included in the proposal
7.10.6. Please list costs for any additional services that can be provided

8. EVALUATION METHODOLOGY

8.1. Onondaga County reserves the right to award this contract in part or as a whole to qualified vendor or vendors. Award will be selected based on evaluation of which vendor is most responsive and responsible, and not solely on the basis of prices.

8.2. Criteria to be evaluated by the County and will include the following:

Compliance with the RFP format requirements
Experience
Future Contract Costs and Risks
Company Statistics
Responsiveness to the items in Section 7, Scope of Work
References
Price
Oral Presentations
Credibility of Vendor
Minority and Women's Business Enterprises Compliance
Sustainability Solutions and Practices

Attachment: Emergency Communications E911 RFP #21-3400-002 Call Screening and Diversion (11378 : DOERC - Nurse Navigation)

Determinant Descriptor	ProQA Code	Suffix	Response Text
1. Abdominal Pain / Problems			
Abdominal pain	01A01		Alpha
2. Allergies (Reactions) / Envenomations (Stings, Bites)			
No difficulty breathing or swallowing (rash, hives, or itching may be present)	02A01	02A01M	Alpha
Spider bite	02A02	02A02M	Alpha
3. Animal Bites / Attacks			
NOT DANGEROUS body area	03A02		Alpha
NON-RECENT (≥ 6hrs) injuries (without priority symptoms)	03A03		Alpha
SUPERFICIAL injuries	03A04		Alpha
4. Assault / Sexual Assault / Stun Gun			
NOT DANGEROUS body area	04A02	04A02T	Alpha
NON-RECENT (≥ 6hrs) injuries (without priority symptoms)	04A03	04A03A, 04A03T	Alpha
5. Back Pain (Non-Traumatic or Non-Recent Trauma)			
NON-TRAUMATIC back pain	05A01		Alpha
NON-RECENT (≥ 6hrs) traumatic back pain (without priority symptoms)	05A02		Alpha
6. Breathing Problems			
10. Chest Pain / Chest Discomfort (Non-Traumatic)			
Breathing normally < 35	10A01		Alpha
11. Choking			
Not choking now (can talk or cry, is alert and breathing normally)	11A01	11A01C, 11A01F, 11A01M	Alpha
13. Diabetic Problems			
Alert and behaving normally	13A01		Alpha
14. Drowning / Near Drowning/ Diving / SCUBA Accident			
Alert and breathing normally (no injuries and out of water)	14A01	14A01S	Alpha
15. Electrocution / Lightning			
16. Eye Problems / Injuries			
MODERATE eye injuries	16A01		Alpha
MINOR eye injuries	16A02		Alpha
MEDICAL eye problems	16A03		Alpha
17. Falls			

Attachment: Nurse navigation protocols (11378 : DOERC - Nurse Navigation)

NOT DANGEROUS body area	17A02	17A02E, 17A02P	Alpha
NON-RECENT (≥ 6hrs) injuries (without priority symptoms)	17A03	17A03E, 17A03P	Alpha
18. Headache			
Breathing normally	18A01		Alpha
19. Heart Problems / A.I.C.D.			
Heart rate ≥ 50 bpm and < 130 bpm (without priority symptoms)	19A01		Alpha
Chest pain/discomfort < 35 (without priority symptoms)	19A02		Alpha
20. Heat / Cold Exposure			
Alert	20A01	20A01C, 20A01H	Alpha
21. Hemorrhage (Bleeding) / Lacerations			
NOT DANGEROUS hemorrhage	21A01	21A01M, 21A01T	Alpha
MINOR hemorrhage	21A02	21A02M, 21A02T	Alpha
23. Overdose / Poisoning (Ingestion)			
POISONING (without priority symptoms)	23O01	23O01A	Omega
24. Pregnancy / Childbirth / Miscarriage			
1st TRIMESTER hemorrhage/MISCARRIAGE/ THREATENED MISCARRIAGE	24A01	2401M	Alpha
26. Sick Person (Specific Diagnosis)			
Boils	26O02		Omega
Bumps (non-traumatic)	26O03		Omega
Can't sleep	26O04		Omega
Can't urinate (without abdominal pain)	26O05		Omega
Catheter (urinary – in/out without hemorrhaging)	26O06		Omega
Constipation	26O07		Omega
Cramps/Spasms/Joint pain (in extremities and non-traumatic)	26O08		Omega
Cut-off ring request	26O09		Omega
Deafness	26O10		Omega
Defecation/Diarrhea	26O11		Omega
Earache	26O12		Omega
Enema	26O13		Omega
Gout	26O14		Omega
Hemorrhoids/Piles	26O15		Omega
Hepatitis	26O16		Omega
Hiccups	26O17		Omega
Itching	26O18		Omega
Nervous	26O19		Omega
Object stuck (nose, ear, vagina, rectum, penis)	26O20		Omega

Attachment: Nurse navigation protocols (11378 : DOERC - Nurse Navigation)

Object swallowed (without choking or difficulty breathing, can talk)	26O21		Omega
Painful urination	26O22		Omega
Penis problems/pain	26O23		Omega
Rash/Skin disorder (without difficulty breathing or swallowing)	26O24		Omega
Sexually transmitted disease (STD)	26O25		Omega
Sore throat (without difficulty breathing or swallowing)	26O26		Omega
Toothache (without jaw pain)	26O27		Omega
Wound infected (focal or surface)	26O28		Omega
Override	26A00		Alpha
No priority symptoms (complaint conditions 2–12 not identified)	26A01		Alpha
Blood pressure abnormality (asymptomatic)	26A02		Alpha
Dizziness/Vertigo	26A03		Alpha
Fever/Chills	26A04		Alpha
General weakness	26A05		Alpha
Nausea	26A06		Alpha
New onset of immobility	26A07		Alpha
Other pain (non-OMEGA-level)	26A08		Alpha
Transportation only	26A09		Alpha
Unwell/Ill	26A10		Alpha
Vomiting	26A11		Alpha
Coronavirus illness (suspected)	26A12		Alpha
27. Stab / Gunshot / Penetrating Trauma			
NON-RECENT (≥ 6hrs) PERIPHERAL wounds (without priority symptoms)	27A01	27A01S, 27A01G, 27A01P	Alpha
29. Traffic Collision / Transportation Incident			
No injuries (confirmed for all persons up to 4)	29O01	29O01V	Omega
30. Traumatic Injuries (Specific)			
NOT DANGEROUS body area	30A02		Alpha
NON-RECENT (≥ 6hrs) injuries (without priority symptoms)	30A03		Alpha
31. Unconscious / Fainting (Near)			
Fainting episode(s) and 35 (without cardiac history) alert ≥ 35 (without cardiac history)	31A01		Alpha

Attachment: Nurse navigation protocols (11378 : DOERC - Nurse Navigation)

Fainting episode(s) and alert < 35 (with cardiac history)	31A02		Alpha
Fainting episode(s) and alert < 35 (without cardiac history)	31A03		Alpha
36. Pandemic / Epidemic / Outbreak (Surveillance or Triage)			
Chest pain/discomfort < 35 with single flu symptom	36A01	36A01A, 36A01B, 36A01C	Alpha
Chest pain/discomfort < 35 with multiple flu symptoms	36A02	36A02A, 36A02B, 36A02C, 36A02S	Alpha
Flu symptoms only (cough, fever, chills, sweats, sore throat, vomiting, diarrhea, muscle/body aches, fatigue/weakness, headache, etc.)	36A03	36A03A, 36A03B, 36A03C, 36A03S	Alpha

Attachment: Nurse navigation protocols (11378 : DOERC - Nurse Navigation)

FASNY
Firefighters Association of the State of New York

TAX SAVINGS GENERATED BY NEW YORK'S VOLUNTEER FIRE SERVICE

"INCLUDES AN ANALYSIS OF RESPONSE TIMES"

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

PREPARED BY:
RESOLUTION ECONOMICS, INC.
MARCH, 2023

The Firefighters Association of the State of New York (FASNY) commissioned Resolution Economics (ResEcon), a national firm of economists and policy analysts, to measure the economic value that volunteer firefighters provide to New York residents.

In completing this assignment, ResEcon analyzed both paid and volunteer fire departments throughout the state, excluding New York City. We employed economic models to measure firefighting requirements in each locality, using not only population but also geography, real property, service areas, and local experience. This multi-factor approach improves the accuracy of the calculations in a complex state like New York to account for its varied demographics and geography.

Volunteer firefighters reduce municipal government expenses by eliminating the need to pay for career firefighter wages, benefits and related costs. Volunteer organizations engage in extensive fundraising, which avoids tax levies for purchasing, maintaining, and operating firefighting equipment. Municipalities do not need to spend funds on fire stations with living quarters or other structures, which saves them a full range of annual operating expenses such as administration and utility costs.

- An additional 31,058 career firefighters would be necessary to go to an all-paid fire service;
- Currently, volunteer firefighters save New York taxpayers $3.8 billion in salaries and benefits alone;
- The annual cost of an all-career fire service (salaries, benefits, operating costs and debt service) would be $4.7 billion;
- In addition, there would be a one-time cost of $8.2 billion to acquire existing stations/structures, vehicles and equipment;
- Approximately 1,500 fire stations would have to be built new or reconstructed;
- Property taxes would rise an average 28.4% statewide.

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

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Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

I. Executive Summary

The Firefighters Association of the State of New York (FASNY) commissioned Resolution Economics (ResEcon), a national firm of economists and policy analysts, to measure the economic value that volunteer firefighters provide to New York residents. In completing this assignment, ResEcon analyzed both paid and volunteer fire departments throughout the state, excluding New York City. We employed economic models to measure firefighting requirements in each locality, using not only population but also geography, real property, service areas, and local experience. In a complex state like New York, this multi-factor approach improves the accuracy of the calculations by accounting for the state's varied demographics and geography.

Volunteer firefighters reduce municipal government expenses by eliminating the need to pay for career firefighter wages, benefits, and related costs. Volunteer organizations engage in extensive fundraising, which avoids tax levies for purchasing, maintaining, and operating firefighting equipment. Municipalities do not need to spend funds on fire stations with living quarters or other structures, which saves them a full range of annual operating expenses such as administration and utility costs.

To determine the amount of tax savings for households and businesses, ResEcon calculated how much additional tax would be necessary to cover the costs of an all-career fire department in every area of the state now using volunteers. The report studied the balance of career and volunteer fire departments across New York (outside New York City) and used economic models to measure firefighting requirements county by county, incorporating the unique features in each area.

Although no one is proposing such a drastic conversion to an all-career fire service, this analysis demonstrates the value of volunteers and shows the enormous increases in property tax required absent volunteers. This report also measures the concomitant economic value of volunteers to their communities. Households and businesses that save tax can spend those funds in their localities thus providing a multiplier effect.

In estimating the level of staffing and the cost of paid units, this report examined most career departments in the state to assess the factors that determine staffing and operations. Those results were then applied to all volunteer protection areas throughout the state. Thus, we estimated the number of full-time career firefighters needed in each area based on its unique characteristics. We then calculated the corresponding level of firefighting equipment, specialized vehicles, and fire stations that contain appropriate living quarters. Finally, we estimated the increased property tax required to pay the bill in each jurisdiction.

An important section of this report focuses on firefighting response times and the impact of federal SAFER grants. We examined millions of incident reports throughout the state for the years 2013 and 2021, using data provided by the New York State Office of Homeland Security. The report tabulates response times in each class of jurisdiction (urban, suburban rural and remote). Our analysis highlights the importance of increasing volunteer recruitment and retention. The results are clear: the larger the pool of volunteers to respond to an emergency, the faster the average response time.

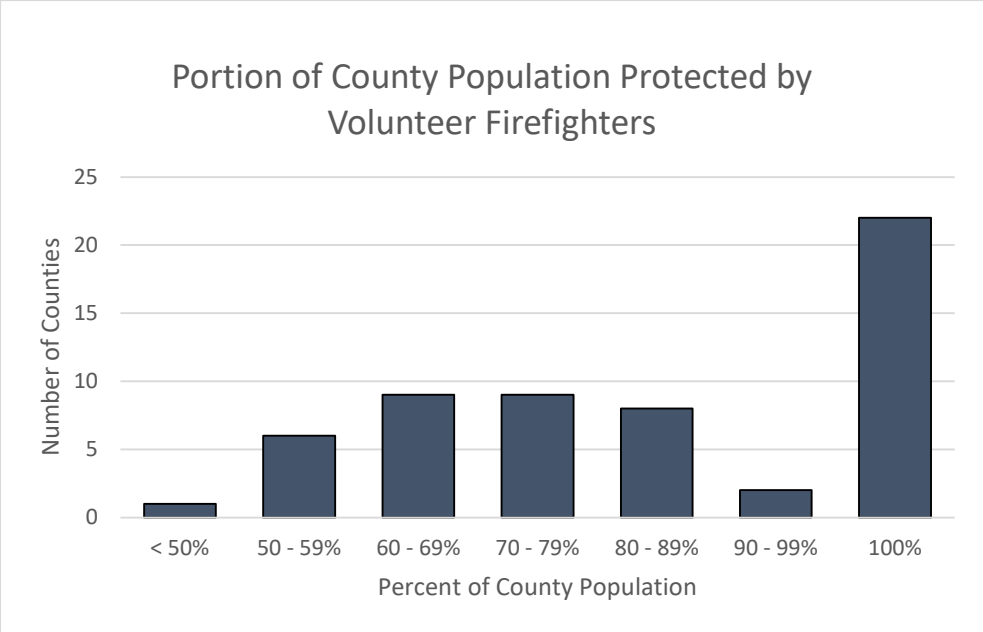
Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

The table below underscores how critically important to public safety are New York State's volunteer firefighters. New York boasts a high percentage of active volunteer firefighters, volunteer departments, and stations within its 1,640 active fire departments. In total, these fire companies manage 2,413 fire stations distributed across the state. There are approximately 88,175 active firefighters of which the great majority, 81,231, are volunteers.

Summary of New York Fire Departments 2020				
Type Fire Dept.	**Count of Fire Depts.**	**Active Volunteer Firefighters**	**Active Career Firefighters**	**Number of Stations**
Career or Mostly Career	91	290	6,083	247
Volunteer or Mostly Volunteer	1,549	80,941	861	2,166
Total	1,640	81,231	6,944	2,413

Source: NFIRS NY FF Database

As demonstrated in the chart below, twenty-two counties of the 57 outside New York City have all-volunteer fire protection and are depicted in the 100% column at the far right of the chart. Westchester County is the only county where volunteer firefighters cover less than 50% of the population. Counties like Albany and Fulton populate the 50 – 59% column.



Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

Fully paid career departments in place of volunteers would cost New York taxpayers an additional $4.7 billion annually. This includes the pay, benefits, operating, maintenance and capital costs to support an additional 31,058 full-time paid firefighters. This consists of $3.8 billion of pay and benefits plus $187.9 million in general operating costs plus $83.8 million annually to maintain equipment and structures. The table below shows these details.

Also included in the annual cost is the payment of interest and principal to finance the one-time $8.2 billion cost of acquiring, rebuilding and equipping stations with sleeping and eating facilities, emergency equipment, vehicles, and related items. If bonds were used to finance these one-time requirements, the annual debt service for local government would be $580.7 million. That number is included in the annual cost figure.

New York: Added Cost If All Fire Protection Services Performed by Paid Firefighters 2022

	Statewide All Areas*
Additional career frefighters (38,002 total required less 6,944 existing)	31,058
	One-Time Acquisition Cost
Cost of fire houses/structures	$4,858,411,742
Cost of vehicles & equipment	$3,307,410,397
Total one-time cost**	**$8,165,822,139**
	Annual Cost of Operations
Pay and benefits	$3,834,721,144
General operating costs***	$187,882,162
Equipment & structures (ann. maint. etc.)	$83,823,169
Annual operating cost	**$4,106,426,475**
Annual debt service / Replacement reserves (for acquired structures & equip.)	$580,689,132
Total annual cost	**$4,687,115,607**

* *Excludes New York City*
** *Is assumed to be financed by borrowing covered by annual debt service.*
*** *Includes all normal outlays such as heating/cooling, electricity, communications, fuel, supplies, insurance, clothing, etc.*

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

The table below summarizes the impact of higher taxes to fund an all-career fire service. This change would demand an average statewide 28.4% additional tax bill. The table shows that in 2022 New York local governments (excluding school districts) levied $13.3 billion in property taxes in all areas protected by volunteer firefighters. The total additional annual cost of an all-career service is $4.7 billion for pay and benefits, general operations, and the annual cost of maintaining and supporting firefighting equipment and structures.

This $4.7 billion amount is reduced by $912 million from existing fire funding[1] in now-volunteer areas. The net amount of $3.8 billion would require an increase in the annual property tax levy of 28.4% on average in these localities.

Annual Real Property Tax Impact if All-Career Firefighters

New York State 2022 estimated

Pay & Benefits	3,834,721,143
Annual Operating Cost	187,882,162
Annual Outlay for Equipment & Structures	83,823,169
Annual Debt Service or Replacement Reserves	580,689,132
Total Additional Annual Cost	**4,687,115,606**
Offset for Current Fire Funding in Volunteer Areas	912,880,334
Net Additional Annual Cost	**3,774,235,272**
Existing Property Tax Levy in Volunteer Areas	**13,276,181,250**
Increase in Tax Levy if All-Career Fire Service	**28.4%**

Special Response Time Analysis

It is important to acknowledge that the year 2021 was heavily impacted by the COVID-19 pandemic. This public health event likely influenced the response times of volunteer fire departments. Therefore, it may not be appropriate to draw any conclusions about the effectiveness of SAFER grants based on response data from this unusual period as compared with other time periods.

[1] Some tax dollars and subsidies used to partially support existing volunteer operations would become available to the new paid departments.

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

However, it is possible to determine if NFPA standards were met in 2021. The results below show clearly that the volunteer service in New York is, indeed, meeting the response standards.

In urban areas, the standard of responding to 90% of fires in 9 minutes or less was met 89.7% of the time. In suburban areas, the standard of responding to 80% of fires in 10 minutes or less was met 74.2% of the time. Rural areas also met their standard of responding to 80% of fires in 14 minutes or less. The table below summarizes the response including remote areas.

Effectiveness at Meeting Response Standards: 2021

	Fire Department Classification			
	Urban	**Suburban**	**Rural**	**Remote**
Number of Fires	18,968	3,820	16,685	347
Fire Departments Reporting	322	137	932	44
Average response time	5.6	8.7	11.4	
Median Response time	5.0	6.0	7.0	
	9 min or less, 90% of fires	10 min or less, 80% of fires	14 min or less, 80% of fires	Depends on distance
Fires meeting standard or better	17,023	2,834	12,217	see below
Percent of Fires	89.7%	74.2%	73.2%	see below

Remote Areas

	Number of Fires	**Percent of Fires**	**Response Time (mins.)**
Average Response Time of All Fires	347	100%	Average 13.6
Response Time for 90% of Fires	312	90%	Within 26.0
Response Time for 80% of Fires	278	80%	Within 20.1
Response Time for 70% of Fires	243	70%	Within 16.3

To examine the importance of volunteer recruitment and retention, our analysis focuses on the pool of volunteers available in each department and their average response time. We recognize that other variables impact response time. These variables, which may vary significantly even within the same protection areas, include population density, geography, and land development patterns. Nonetheless, the data confirms a clear pattern: a greater number of volunteers reduces a department's response time to emergency calls.

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Simply stated, the response time to an emergency is directly related to the pool of volunteers available to respond, other things equal.

Volunteer Department Staffing and Response Time

Average Response in Minutes
Fire Incidents Only - 2021

Fire Department Classification

	Urban (259 Depts)		Suburban (126 Depts)		Rural (869 Depts)	
Number Firefighters*	Avg FF Per Dept	Avg Response Time	Avg FF Per Dept	Avg Response Time	Avg FF Per Dept	Avg Response Time
Highest Third Depts.	157	5.8	86	8.1	66	10.9
Middle Third	75	6.4	44	9.8	38	12.6
Lowest Third	43	8.3	27	9.9	24	12.9

* Number of firefighters based on NFIRS New York Registry file

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II. The Municipal Geography of New York Firefighting

A. Organization of New York's fire service

New York has 1,640 active fire departments plus another 153 merged or inactive groups or stations which are counted as separate departments in some tallies. In total, these fire companies manage 2,413 fire stations distributed across the state. There are approximately 88,175 active firefighters including career and volunteer. This is summarized in Figure II-1. Not shown, paid departments have another 1,236 related staff, while 12,335 other volunteers engage in non-firefighting activity in the unpaid departments.

Figure II-1

Summary of New York Fire Departments 2020				
Type Fire Dept.	**Count of Fire Depts.**	**Active Volunteer Firefighters**	**Active Career Firefighters**	**Number of Stations**
Career or Mostly Career	91	290	6,083	247
Volunteer or Mostly Volunteer	1,549	80,941	861	2,166
Total	1,640	81,231	6,944	2,413

Source: NFIRS NY FF Database

All of New York's fire departments operate in a territory that is part of a municipal government. Each department receives all or part of its budget from taxes, primarily from the local real estate levy. An all-career municipal fire department is generally an agency of a municipal government, while volunteer departments are generally their own entities. Still, some volunteer departments receive some funds directly from other municipal areas they serve or funds from neighboring municipalities that contract with them.

New York State (excluding New York City) has 57 counties and 61 cities and nearly 2,000 towns and villages. Cities, towns, and villages organize their firefighting capabilities into municipal fire departments, fire districts, and fire protection districts. These organizations may encompass firefighters who are all-paid, all-volunteer or a combination of both. Outside New York City, in 2020 there were 1,640 fire departments[2], each administering the operations of one or more fire stations within it. Single-station departments are the rule in the smaller towns and villages, but in cities and larger towns a fire department usually has two or more stations. A contiguous urban area is likely to contain more than one multi-station department.

[2] Complete listing of fire departments: New York State Office of Fire Prevention and Control and data from New York State Fire Reporting System, New York Office of Homeland Security.

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Outside New York City, the state's counties are composed of cities, towns, and villages. Some towns contain one or more villages within their boundaries, and although a village is a separate municipal corporation, a town may function for the entire area, including the village proper. A classification used by the state, "town outside village," describes the area of a town that functions separately from one or more villages within the town. Often, districts and special districts provide school, water, sewer, fire, and other services and can levy taxes and incur debt.

In densely populated areas, the combined and overlapping jurisdictions may provide all the municipal services found in cities. The exact structure in any locality of the state has evolved over time as populations have grown and shifted, and governments consolidated or annexed areas as municipal services expanded. Formerly, cities embraced entire urban areas, and towns were largely rural. This distinction has become less rigid over the last few decades as residents have moved from the more densely populated cities to the suburbs. Clustered around large and medium-sized cities, heavily populated and separately-governed towns have developed. Today, New York State has both rural and urban counties and counties that include cities and towns. As areas become more urban, some towns grow into cities and some counties are split or annexed to give included cities more responsibility and taxing authority.

A department usually serves a particular city, town, or village. When a department is composed of more than one station, those stations apportion territories within their city or other service areas. However, station boundaries are not rigid; they often overlap, and units frequently come to each other's mutual aid when a station is overburdened with simultaneous incidents or a single extensive emergency or when it requires special equipment or apparatus.

To provide fire protection to their communities, the fire departments rely on highly trained personnel and specialized vehicles, fire apparatus, and equipment. Station equipment may include PPE, pumper equipment and vehicles, ladder and/or platform systems, and tanker equipment. Departments may own and operate other types of vehicles including staff vehicles for the fire chief and deputies, general utility and "bucket" vehicles, brush vehicles, rescue vehicles, HAZMAT control and decontamination vehicles, and boats and hovercraft. (In many departments, personal vehicles are used for the chief and other staff purposes.) Firefighters use additional apparatus such as fire-resistant clothing and self-contained breathing apparatus, as well as special tools and accessories. (Note that many departments have ambulances and emergency medical equipment. These are beyond the scope of this study and are not included in the calculated costs and staffing levels for paid departments.)

In New York, the structure of firefighting and the municipal structure of counties, cities, towns, villages and districts create a complex mosaic of both the distribution of fire services and the distribution of public funds to pay for them. These intricacies are delineated in the following sections.

City Firefighting

The state allows cities to levy taxes to support their fire departments: paying salaries and benefits for paid personnel as well as purchasing, repairing, and maintaining buildings, equipment, and vehicles. Cities that have volunteer departments, in addition to taxes, may depend upon other sources of revenue for their firefighting necessities. Additionally, these cities may offer volunteers limited insurance and death benefits. Remarkably, some of the

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most densely populated areas in the state depend on all-volunteer departments, including Glen Cove in Nassau County.

Fire District

A fire district[3] can be established as a separate public corporation. In this case, the district's operations are delegated to a separately elected five-member board of fire district commissioners, which has the power to levy taxes and issue debt. The board oversees procurement of goods and services; verification and approval of claims by fire departments and stations for equipment and uniforms; investment policy and management; funding of renovation projects for fire stations; travel advances for district and fire station personnel; payment to injured and retired firefighters; maintains and conserves fixed firefighting assets within the district; and general disbursement of funds. In addition, the board of fire commissioners of a district may ask the state comptroller for advice on financial matters to operate more efficiently or to save costs (e.g., on fuel costs, on using electronic wire transfers, etc.).

Town Firefighting

Towns differ from cities and villages in the funding and administration of firefighting activities. Towns are not allowed to levy taxes directly to support fire departments. Instead, they may create one or more fire protection districts. In turn, these districts are authorized to levy taxes and to borrow money for the sole purpose of funding fire protection. A fire protection district may have its own fire department or contract with a neighboring municipality or district.

Village Firefighting

As with cities, the state allows villages to raise taxes for firefighting. However, because some villages are not large enough to have a sufficient tax base to support their own departments, they often turn to all-volunteer departments. Villages may outsource their fire protection by contracting with one or more fire departments in neighboring municipalities. A village may also form a joint fire district with a neighboring town or village.

Many combined fire protection districts also exist in the state. The governing boards of towns and villages are authorized to establish combined fire protection districts by resolution after a public hearing and subject to a permissive referendum. Town law provides uniform procedures for extending, financing, and operating joint fire protection districts.

Wildland Firefighting

New York's Department of Environmental Conservation (DEC) is responsible for wildland fire protection on 4.5 million acres of forest and wildlands. It is a "support" agency depending upon local paid and volunteer fire departments, as well as their own forest rangers to help suppress wildland fires.

[3] A "Fire District" as described herein is different from a "Fire Protection District" which is a creature of a town or village without its own funding.

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B. New York's career and volunteer firefighters

New York State fire departments are grouped into major categories depending on the type of personnel involved: all-paid, all-volunteer or a combination of both. It is useful to note that, while volunteer departments are often thought of as rural, many all-volunteer departments are in urban or suburban communities, such as the Long Island communities of Hempstead, Oyster Bay, Brookhaven, Islip, Huntington, and Babylon.

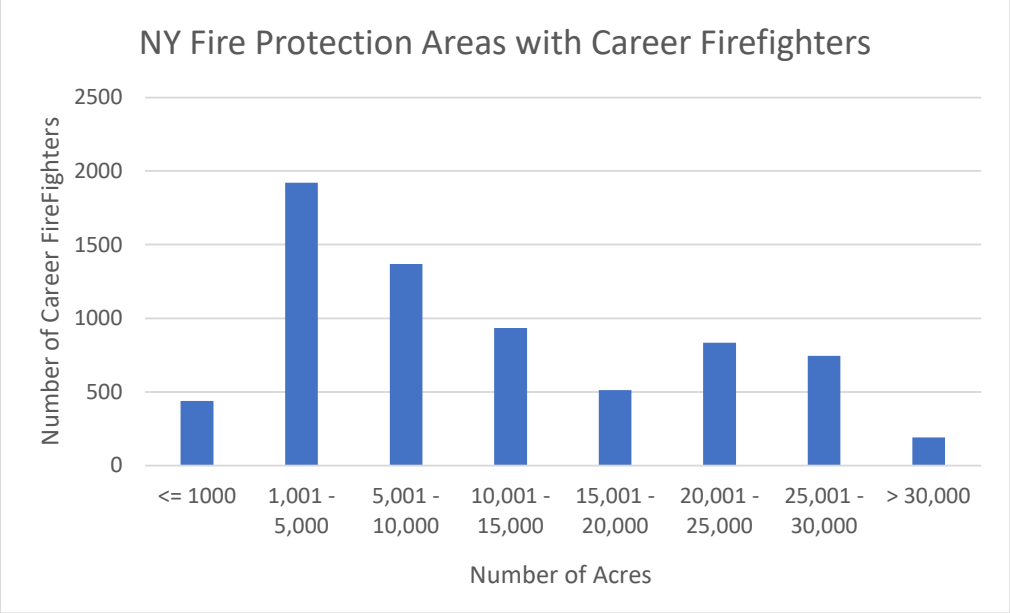
These municipalities have populations and densities, as well as property values and revenue, which exceed, or are on par with, large urban, all-paid communities. Although not formally cities, some have larger populations than Buffalo, the largest city with an all-paid fire department outside New York City. Even smaller municipalities, such as Great Neck Plaza and South Floral Park, have population densities many times that of Buffalo. The successful reliance of these crowded communities on volunteer fire departments testifies to the ability of volunteer firefighters to handle the rigorous responsibilities arising in high-density urban-residential areas.

The smallest all-volunteer municipalities have official populations of less than 100. These villages and towns are a small fraction of the size of the smallest all-paid municipalities and have population densities of less than 10 people per square mile.

Paid Firefighters

Paid fire departments comprise personnel who are full-time or part-time onsite staff. Outside New York City, 91 departments (5.5% of all departments), have paid firefighters. These departments generally operate in the larger urban centers, which have high population density and a sufficient tax base to support them.

Figure II-2



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Shown in Figure II-2, the largest three areas have between 900 and 1,900 firefighters while the smallest all-career units (representing more than 30,000 acres) have just under 200 firefighters. Career firefighters are sizably represented in areas between 20,000 and 30,000 acres (1,580 firefighters).

As employees, career fire personnel receive salaries and benefits. Within a typical department, paid officers may include chief, deputy chief, battalion chief, captains, fire marshals, lieutenants, sergeants, and firefighters. Base salaries for upper-level personnel generally range from about $80,000 to over $150,000, not including benefits. Base salaries for firefighting personnel depend on experience, rank, and level of authority. These salaries generally range from $35,000 to over $75,000. In addition, career firefighters receive various benefits as part of their compensation and frequently earn overtime pay. Standard benefits include Social Security, health, retirement, disability and may average about 40% of total compensation. Full compensation, including all benefits, seniority steps & longevity (which count as benefits in some municipal budgets, wages in others) add to total cost.

The costs of paid departments and a small part of volunteer department costs are covered or supported by taxes assessed by the municipality, county or district. Most of the taxes collected for career fire departments, about 91%, cover salaries and benefits and are raised by a property tax levy. While communities do collect sales and other taxes in addition to real property taxes, the property tax is the final tax adjusted to balance the municipal budget each year[4] and are the first to be increased or decreased in response to changing fiscal needs. Thus, the mainstay of funding for career fire departments comes from real property taxes assessed against residential, industrial, commercial, utility, farm, and vacant property. If the state were to move to an all-career fire service, it would be funded predominately by the real property tax.

Regardless of the composition of their equipment and other capital items, paid departments have an added fire station expense not found in volunteer departments. They usually provide sleeping, bathing, eating and exercising facilities for paid personnel. Paid personnel often work 24-hour shifts, while their volunteer counterparts typically respond from home and go to the station or directly to the emergency site. Regulatory requirements often impose additional costs on paid departments, particularly federal OSHA standards and working-hour limitations.

Volunteer Firefighters

New York State relies heavily on volunteer fire departments. Of its 1,640 fire departments, 94.5% are all-volunteer or mostly volunteer. Volunteer firefighters are most prevalent in suburban and rural communities that have a lesser tax base than larger towns and cities. These communities rely on volunteers and conversion to paid departments would be a particularly severe burden for them and would require a massive increase in property taxes.

By definition, volunteer firefighters do not receive full-time salaries or benefits, although they handle the full range of fire-related duties. For obvious reasons, volunteer firefighters do not spend as much time as paid personnel at the fire station, as they are called to fires and other emergencies from their home or work. Typically, volunteers live in the community

[4] Thus, real property taxes are referred to as the "balancing residual" revenue source in a budget, the final revenue source adjusted to cover expenditures.

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and, like other residents, have full-time jobs. They receive their wages and benefits from non-fire-related employers and pay federal, state, and local taxes on this income and property taxes on their homes. With enough active members strategically distributed throughout a community, volunteer departments can respond quickly and efficiently. Volunteer fire departments conduct fire-fighting activities and complex emergency responses under the same training regulations as their paid counterparts elsewhere.

In addition to not having to pay wages and benefits, volunteer fire departments do not require living or eating quarters, and often purchase used vehicles and equipment at reduced costs or receive equipment donations from the state, other fire departments, or a variety of other sources. Nevertheless, most volunteer departments usually have the full range of vehicles, equipment, and apparatus required to handle any sort of fire or other emergency likely to be found in their jurisdiction. Volunteers have the reputation of maintaining their vehicles and facilities at high operating levels and must adhere to the same maintenance standards as paid personnel, typically exceeding these standards.

Training requirements vary across departments, but usually consist of regular training drills, extensive emergency operations exercises, and on-site experience. Highly active volunteers have proven to be as intensively prepared as paid personnel. In fact, government recommendations include minimum requirements for volunteer firefighters, special training tailored to various firefighting and emergency operations, and additional OSHA-related training. Overall, volunteers and paid firefighters are expected to receive similar training, as indicated by the Insurance Service Office's rating of volunteers on the same level as paid firefighters for type and intensity of training.

Although volunteer departments do receive some federal, state and local government subsidies, they do not burden the taxpayer with taxes to pay wages and benefits, expenditures that account for most of the operating budgets in all-career departments. Volunteer departments receive their funds from a variety of sources, including local governments, fire districts, federal grant programs, state grants, county subsidies, tax-exempt government bonds and certain insurance premiums.

Also, volunteer departments are highly effective in fundraising to buy, repair, and maintain facilities, vehicles, apparatus, and equipment and to conduct other department activities. These departments may sell unneeded equipment and vehicles to other departments and solicit corporate and foundation donations from local, state, and national organizations. They generate money through door-to-door and phone solicitations; sales of products (calendars, photos, toys); rental of firehouse facilities to the public; and a host of local fundraising activities such as food sales, fish fries, special breakfasts and dinners, raffles, car washes, entertainment and sports events.

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C. Real property tax levies for fire services

New York local government units, including counties, cities, towns, villages, fire districts and others use the real estate tax as the primary source of revenue for their budgets. These levies are administered by local government officials with the assistance of the state's Department of Local Government Finance. New York has a complex tax system that involves county assessments, municipal budgeting, tax district aggregations and state-level certification. One must recognize the real property tax[5] as the mainstay of funding career fire departments and a significant source of revenue for volunteer and combination departments throughout the state.

Figure II-3 demonstrates the significance of the property tax for funding the fire service throughout New York. In 2022 approximately $1.74 billion of fire-related expenditures by cities, towns, counties[6], and special districts was raised primarily by the real property tax. The largest share of this, approximately $512 million, was spent by municipalities other than Fire Districts and was used to pay for departments' personal services. Moving to an entirely career fire service statewide would mean huge increases in property taxes throughout New York and is measured in this report.

Figure II-3

New York 2022 Certified Budgets: certified fire-related expenditures

Type of Expenditure	Fire District	County, City, Town, and Village	Total
Fire, Personal Service	$ 183,984,537	$ 511,724,972	$ 695,709,509
Fire, Equipment and Capital Outlay	$ 238,287,696	$ 66,209,853	$ 304,497,549
Fire, Contractual	$ 237,469,103	$ 114,027,384	$ 351,496,487
Fire, Employee Benefits	$ 18,059,789	$ 371,261,092	$ 389,320,882
Total	**$ 677,801,125**	**$ 1,063,223,302**	**$ 1,741,024,427**

Excludes NYC

[5] In fire districts this can appear as a separate fire tax, although it is levied on real property.

[6] While counties do not operate general fire departments as such, they may have fire-related expenditures for such items as alarms, hydrants, and other purposes.

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III. Measuring Tax Savings from Volunteer Firefighters

A. Simple methods and rules-of-thumb understate the impact

The direct way to calculate the tax savings created by volunteer firefighters is first to calculate the cost of a statewide all-career fire service. The cost difference between the all-career service and the limited number of career departments that now exist equals the cost savings from volunteers and thus measures the economic benefit of volunteers and the savings to taxpayers.

A common, but flawed, rule-of-thumb to estimate the statewide all-career cost is to assume that a fire station is needed for every fixed number of residents and that each fire station has a fixed number of paid firefighters. Let's take Delaware, which is a small state geographically, as an example. The Delaware state auditor prepared a report calculating taxpayer savings from volunteer firefighters in that state. In *Delaware Volunteer Fire Service 2013 Annual Report*, the methodology assumed that the situation in the City of Wilmington, the state's only paid department, would be similar everywhere else in the state if volunteer departments were converted to career ones. That approach does not make sense for New York due to its widely varying population densities and huge differences in urban versus rural land areas plus a large variety of structures with varied fire protection needs.

It is easy to see why the simple firefighter-to-population approach fails in New York. Consider a rural area with a population of 10,000. Under Delaware's methodology only one fire station with 24 paid firefighters would be needed. Unfortunately, Delaware's method does not take full account of geography. For example, if an area's population were split between two towns miles apart, two stations might be needed.

Consider another example of two town areas, one 95% residential and the other 95% industrial property. While Delaware's population method might adequately service the first, it would dramatically underserve the second.

Location and Response Time[7] are Important in Locating Fire Stations

Firefighting exists to protect lives and prevent the destruction of property. Assuming responding firefighters have the appropriate equipment and training, the single most important factor in their success is how fast firefighters respond to alarms. Many emergencies require immediate response. For example, a fire can flashover and involve large areas of a structure in less than 10 minutes. Therefore, it is essential to process an incoming alarm expeditiously, quickly dispatch firefighters and arrive on the scene with appropriate equipment. Fire propagation speed underscores the importance of a fast response.

Other things equal, the closer a fire station is to a fire and the sooner firefighters are available, the shorter will be the response time. Thus, there is an inherent difference between career firefighters on duty at the station 24/7 and volunteer firefighters who must respond from work, home, or other places in, say, a rural community.

[7] Firefighters respond to many types of emergencies including fires, medical, rescues, explosions, spills, unauthorized burnings, false alarms, and other calls for assistance.

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There are several elements in measuring response time. Once a fire begins someone must notice it, alert the fire department and then equipment must be dispatched. NFPA standards are set for department notification time, turn-out time, and firefighter response time. These area standards vary according to several factors which may intervene, such as the difference between population density and distance to potential fires. That combination marks another contrast between career and volunteer fire departments: many of the latter are in rural or less dense suburban areas with concomitant longer distances among the location of firefighting equipment, firefighters, and the scene of the fire in general. This fact must be considered to estimate cost differences between volunteer and career fire departments.

Response standards[8] are promulgated nationally in NFPA 1710 for career and NFPA 1720 for volunteer departments. These include fire recognition and notification time, firefighter turn-out time, and firefighter response time. The standards incorporate the various factors noted above which may intervene.

This report is concerned with the segment of total response that measures the time between notification of the local fire department and the time the first equipment arrives at the scene of the fire. For paid firefighters, the NFPA standard includes firefighter turnout time of 80 seconds plus four minutes to arrive on scene. This is a total of 5.3 minutes from the moment the station receives notification until the first unit reaches the scene.

The response standard for volunteers is quite different, recognizing the contrast in paid versus volunteer locations. There is no standard for turnout in NFPA 1720, and the response time between firefighters and equipment leaving the station to arrive on scene varies by the population and distances in the area protected. Standards are promulgated for four classifications: urban, suburban, rural, and remote areas. Accepted volunteer response time is 9 minutes for high-density areas but increases to 14 minutes in low-density areas or when travel distance is 8 miles or more. These standards are listed in Section VI of this report, "Special Response Time Analysis."

For volunteer fire departments, it makes sense that an increased number of members provides a larger pool of firefighters available at any given time to respond to an emergency. A greater number of volunteers makes it more likely that a critical number will be available sufficiently close to fire stations to get essential equipment to the scene within the expected response time. A large volunteer pool also makes it more likely that supplementary apparatus can deploy from the station.

While firefighting incidents are about 10% of all responses, they typically are more severe and require greater response than other incidents because of their engulfing nature and the higher risk to life and property. For example, in one incident, a few fire department personnel may perform a vital service resuscitating and transporting a single accident victim. In another incident, numerous firefighters may rescue multiple persons from a burning structure, deploying significant apparatus and equipment.

[8] The National Fire Protection Association publishes NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. It has a companion publication for volunteer departments, NFPA 1720.

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The Multi-Factor Approach

As part of our analysis, we measured the level of firefighting staffing and equipping across New York's career jurisdictions, and we evaluated the multiple factors that determine it. We then applied the results to all volunteer areas in the state to estimate the number of stations and firefighters needed, given the unique characteristics of each volunteer area. This approach goes well beyond the previously mentioned rule-of-thumb by recognizing that the characteristics of each local area dictate the number of stations and firefighters, the amount of equipment, the annual operating cost, and the cost of capital equipment. There is no "one-size-fits-all" model to justify a simple rule-of-thumb approach.

Research shows that over 90% of the variability among career fire departments in their level of staffing and their operating costs is explained by relative differences among them in four attributes: land area, population, median household income, and the fiscal capacity to raise tax revenue. By evaluating these factors simultaneously in career jurisdictions, we created a formula to apply to volunteer areas if they were to convert to paid departments. There is one overarching assumption in such a conversion: the newly paid departments will operate at the average level of efficiency and with the average level of resources and practices found in existing paid departments, after accounting for differences in the local conditions and minimum response standards.

The Diversity across New York

Across New York there are large variations in population size, geographic area size and density for both career departments and volunteer departments. In general, there is a strong positive relationship between the number of firefighters and stations required and the size of the population protected. Other things equal, the greater the population the larger must be the fire service. However, population density intervenes in that calculation, often requiring more fire stations if a given population is spread across a larger area.

Figure III-1 highlights the relationship between the size of an area and the number of career firefighters required by each of the major career firefighting departments in the state. The straight line represents the average relationship between a protection area's size and the number of firefighters required to cover it. The dots do not line up perfectly because there are other factors such as population and types of property protected that also impact the number of firefighters needed. For example, the right end of the straight line represents a department with about 735 firefighters, covering 40 square miles. At the other extreme there are departments of about 16 firefighters that cover 1.62 square miles. Note there is a significant overlap in the size and population of some areas protected by career firefighters and those of volunteers.

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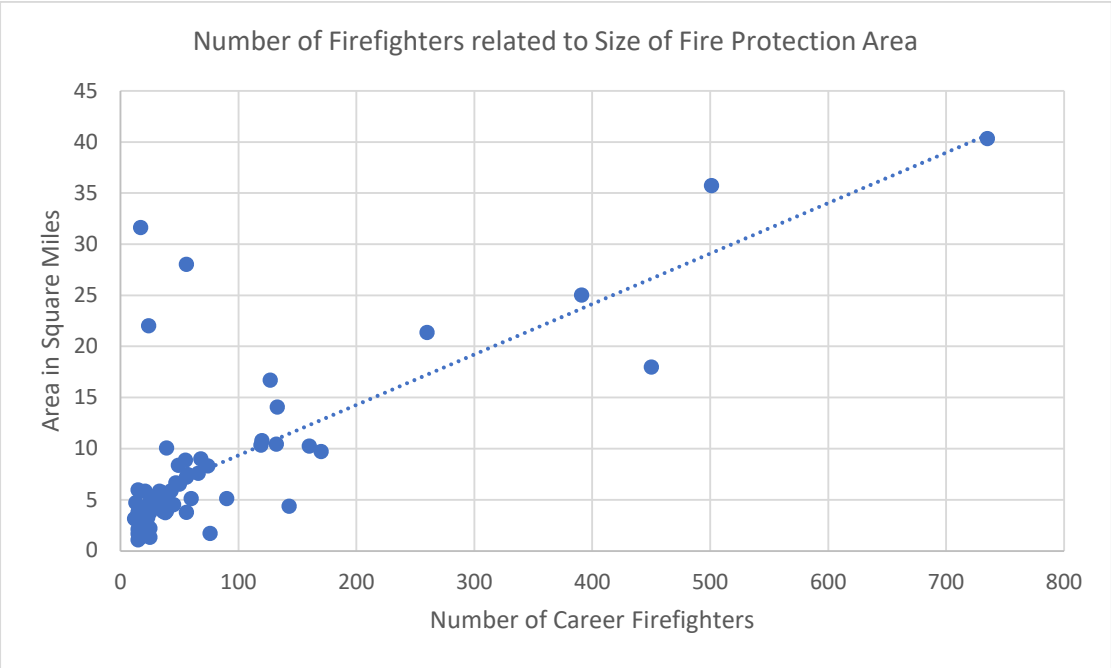
Figure III-1



In areas not covered by all-career departments, volunteer departments virtually blanket the state. In rural areas such coverage is quite remarkable. It is important to note that in converting from a volunteer to an all-career fire service there would be many redrawing of districts and relocation of fire stations. This "starting fresh" approach would be necessary to reduce budgets while maintaining protection. Recognizing that there are historic and political reasons for some existing locations, many stations would otherwise be combined or moved. (This report is not a proposal to relocate any stations, but merely a state-wide cost projection for an all-career fire service.)

Figure III-2 describes the total area in each county covered by fire departments both volunteer and paid. As would be expected, there are large variations among counties. Note the wide range of population and population density. Hamilton County has both the lowest population at 4,454 and the lowest density of 2.5 persons per square mile, with residents spread over 1,717.4 square miles.

Nassau County's population of 1,355,683 is packed into 284.5 square miles, giving it a much higher density of 4,764 persons per square mile. Suffolk County, however, has a larger population at 1,481,364, but because of its larger area, 911 square miles, its density is lower at 1,626. These figures represent resident populations; many areas of the state also have significant seasonal populations that also require fire protection.

The value of property also varies widely and creates great variability in the capacity to pay for fire protection and in the tax burden that fully paid fire departments would place on residents, should a conversion occur. For example, because of its low population and high value of property, Hamilton County has a property tax base of $777,061 behind every resident. On the other hand, Allegheny County has only $47,092 behind each person.

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Figure III-2

Characteristics Related to Scope of Fire Protection Services
(County Totals 2020)

County	Land Area (square miles)	Pop. Density (persons/sq. mile)	Population (persons)	Property Base (X $1,000)	Property Base per Person
Albany	523	586	306,165	27,163,833	88,723
Allegany	1,029	45	46,304	2,180,562	47,092
Broome	706	272	192,042	10,012,271	52,136
Cattaraugus	1,308	59	76,750	4,499,128	58,621
Cayuga	692	111	76,958	4,991,308	64,858
Chautauqua	1,060	120	127,584	7,627,441	59,784
Chemung	407	207	84,115	4,471,124	53,155
Chenango	894	53	47,527	2,481,247	52,207
Clinton	1,038	77	80,320	5,037,583	62,719
Columbia	635	95	60,016	8,595,459	143,219
Cortland	499	95	47,618	2,543,369	53,412
Delaware	1,443	31	44,676	5,841,903	130,762
Dutchess	796	369	293,524	32,247,945	109,865
Erie	1,043	881	918,873	64,771,315	70,490
Essex	1,794	21	37,281	7,078,225	189,861
Franklin	1,629	31	50,389	3,755,492	74,530
Fulton	495	108	53,452	3,562,114	66,641
Genesee	493	117	57,554	3,070,629	53,352
Greene	647	73	47,335	5,999,359	126,743
Hamilton	1,717	3	4,454	3,461,034	777,062
Herkimer	1,411	44	61,738	4,950,088	80,179
Jefferson	1,268	88	111,454	8,192,066	73,502
Lewis	1,276	21	26,456	2,257,062	85,314
Livingston	632	100	63,218	3,769,367	59,625
Madison	655	108	70,990	4,336,930	61,092
Monroe	657	1,131	743,084	45,953,610	61,842
Montgomery	403	122	49,294	2,543,178	51,592
Nassau	285	4,764	1,355,683	248,347,531	183,190
Niagara	522	402	210,145	12,431,036	59,155
Oneida	1,212	189	229,074	11,900,896	51,952
Onondaga	778	593	461,591	28,985,937	62,796
Ontario	644	170	109,774	9,790,926	89,192
Orange	812	470	382,077	35,052,313	91,741
Orleans	391	104	40,624	1,845,755	45,435
Oswego	952	124	117,630	5,765,981	49,018
Otsego	1,002	59	59,593	4,680,868	78,547
Putnam	230	429	98,714	14,430,632	146,186
Rensselaer	652	244	159,013	11,311,103	71,133
Rockland	174	1,872	325,213	41,503,730	127,620
St. Lawrence	2,679	40	108,352	5,922,140	54,656
Saratoga	810	283	229,313	27,721,792	120,891
Schenectady	205	758	155,086	10,357,246	66,784
Schoharie	622	50	31,189	2,332,463	74,785
Schuyler	328	54	17,845	1,577,409	88,395
Seneca	324	106	34,295	2,289,384	66,756
Steuben	1,390	69	95,843	6,114,423	63,796
Suffolk	911	1,626	1,481,364	320,643,133	216,451
Sullivan	968	78	75,329	8,199,831	108,854
Tioga	519	93	48,431	2,688,015	55,502
Tompkins	475	215	102,237	8,120,517	79,428
Ulster	1,124	159	178,371	19,198,626	107,633
Warren	867	74	64,187	11,377,731	177,259
Washington	831	74	61,304	4,985,927	81,331
Wayne	604	149	90,103	5,342,034	59,288
Westchester	431	2,249	968,738	183,547,563	189,471
Wyoming	593	68	40,027	2,439,986	60,958
Yates	338	74	24,981	2,756,087	110,327
Statewide	**46,823**	**362**	**11,135,297**	**1,333,054,655**	**119,714**

**Excludes New York City*

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Figure III-3 Volunteer Areas

Volunteer Areas: Characteristics Related to Scope of Fire Protection Services
(County Totals 2020)

County	Land Area (square miles)	Pop. Density (persons/sq. mile)	Population (persons)	Property Base (X $1,000)	Property Base per Person
Albany	496	368	182,621	20,921,082	114,560
Allegany	1,029	45	46,304	2,180,562	47,092
Broome	691	192	132,894	7,796,889	58,670
Cattaraugus	1,296	45	57,704	3,904,620	67,666
Cayuga	683	74	50,575	3,945,019	78,003
Chautauqua	1,042	73	76,171	6,115,851	80,291
Chemung	400	142	56,879	3,796,275	66,743
Chenango	891	46	40,898	2,259,242	55,241
Clinton	1,033	59	60,977	4,047,714	66,381
Columbia	633	85	53,913	7,877,167	146,109
Cortland	495	59	28,985	1,949,605	67,263
Delaware	1,443	31	44,676	5,841,903	130,762
Dutchess	786	317	249,460	30,923,042	123,960
Erie	992	636	630,527	53,051,912	84,139
Essex	1,794	21	37,281	7,078,225	189,861
Franklin	1,629	31	50,389	3,755,492	74,530
Fulton	486	63	30,445	2,704,541	88,834
Genesee	488	88	43,064	2,484,319	57,689
Greene	647	73	47,335	5,999,359	126,743
Hamilton	1,717	3	4,454	3,461,034	777,062
Herkimer	1,373	29	39,639	4,191,119	105,732
Jefferson	1,259	68	86,230	7,016,152	81,366
Lewis	1,276	21	26,456	2,257,062	85,314
Livingston	632	100	63,218	3,769,367	59,625
Madison	633	95	60,072	3,849,450	64,081
Monroe	620	855	530,197	38,688,680	72,970
Montgomery	397	79	31,471	2,047,071	65,046
Nassau	273	4,652	1,269,478	229,978,978	181,160
Niagara	490	227	111,409	8,165,979	73,297
Oneida	1,121	122	136,873	9,015,271	65,866
Onondaga	749	412	308,586	23,471,191	76,060
Ontario	635	137	87,101	8,605,307	98,797
Orange	803	406	325,913	32,546,497	99,863
Orleans	391	104	40,624	1,845,755	45,435
Oswego	940	95	89,050	4,619,575	51,876
Otsego	997	46	45,738	4,191,483	91,641
Putnam	230	429	98,714	14,430,632	146,186
Rensselaer	639	157	100,537	8,873,470	88,261
Rockland	174	1,872	325,213	41,503,730	127,620
St. Lawrence	782	257	201,257	22,506,893	111,832
Saratoga	192	427	82,102	7,680,175	93,544
Schenectady	622	50	31,189	2,332,463	74,785
Schoharie	328	54	17,845	1,577,409	88,395
Schuyler	324	106	34,295	2,289,384	66,756
Seneca	2,679	40	108,352	5,922,140	54,656
Steuben	1,384	56	76,927	5,169,946	67,206
Suffolk	902	1,616	1,457,914	319,246,328	218,975
Sullivan	968	78	75,329	8,199,831	108,854
Tioga	519	93	48,431	2,688,015	55,502
Tompkins	475	215	102,237	8,120,517	79,428
Ulster	1,117	139	155,417	17,568,276	113,040
Warren	863	58	49,865	10,343,437	207,429
Washington	831	74	61,304	4,985,927	81,331
Wayne	604	149	90,103	5,342,034	59,288
Westchester	367	1,313	481,438	113,411,389	235,568
Wyoming	593	68	40,027	2,439,986	60,958
Yates	338	74	24,981	2,756,087	110,327
Statewide	**46,190**	**191**	**8,841,084**	**1,171,740,859**	**132,534**

**Excludes New York City*

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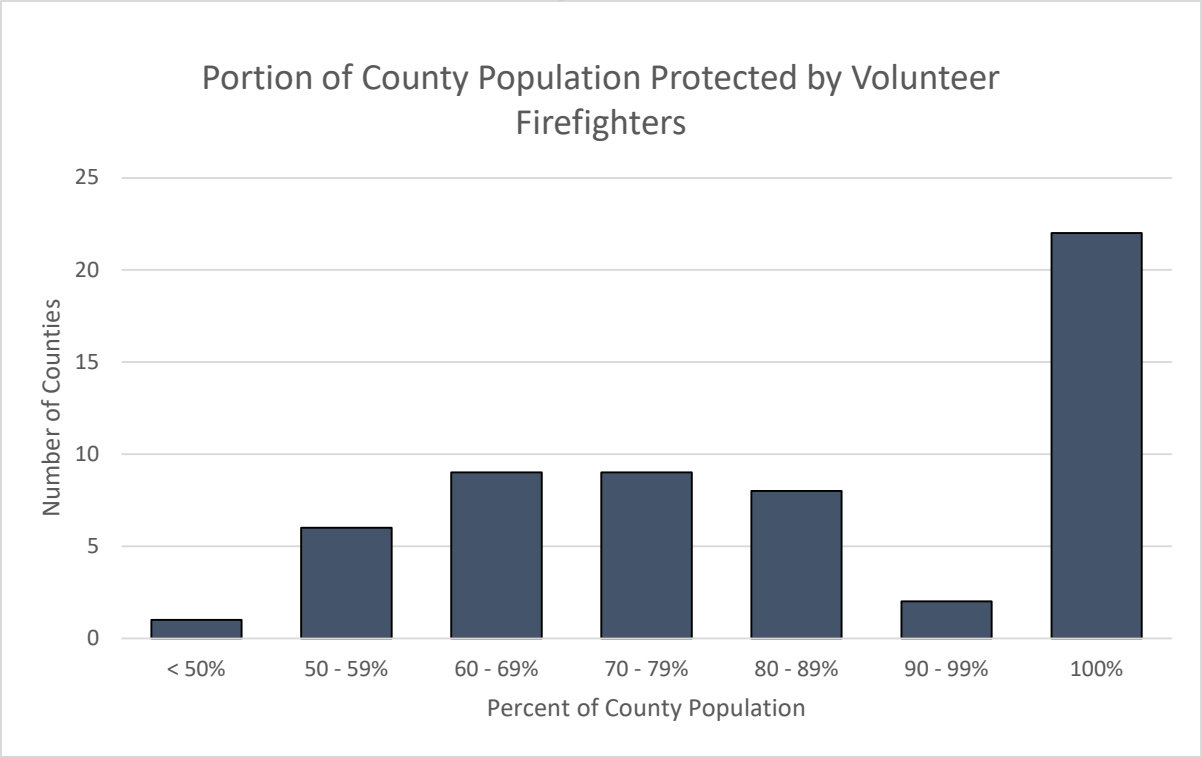
For about one half of the state, the countywide characteristics in Figure III-3 are not very much different from those in Figure III-2. That is because in most counties only small areas or none are protected by paid firefighters. In some counties, however, there are significant differences. These can be seen, county by county, in Figure III-3, which contains the same information as III-2 but only for the areas in each county protected by volunteers.

Figure III-4, below, summarizes the mix of paid versus volunteer firefighters in all counties. Twenty-two counties of the 57 outside New York City have all-volunteer fire protection and are depicted in the 100% column at the far right of the chart. Westchester County is the only county where volunteer firefighters cover less than 50% of the population. Counties like Albany and Fulton populate the 50 – 59% column.

Figure III-4



Looking back at the tables in Figures III-3 and III-4, it is easy to see that the large variations in New York's population and geographic areas would make the Delaware approach, which is based on population alone, inapplicable to New York. And the large variation in the property tax base would make the added tax burden of a paid fire department, also highly variable, an important negative factor in moving to an all-paid force.

As noted earlier, 90% of the variability among paid fire departments in their level of staffing and operating costs is explained by differences in land area, population, and the fiscal capacity to raise tax revenue. The Delaware approach would have ignored the complexity found in New York.

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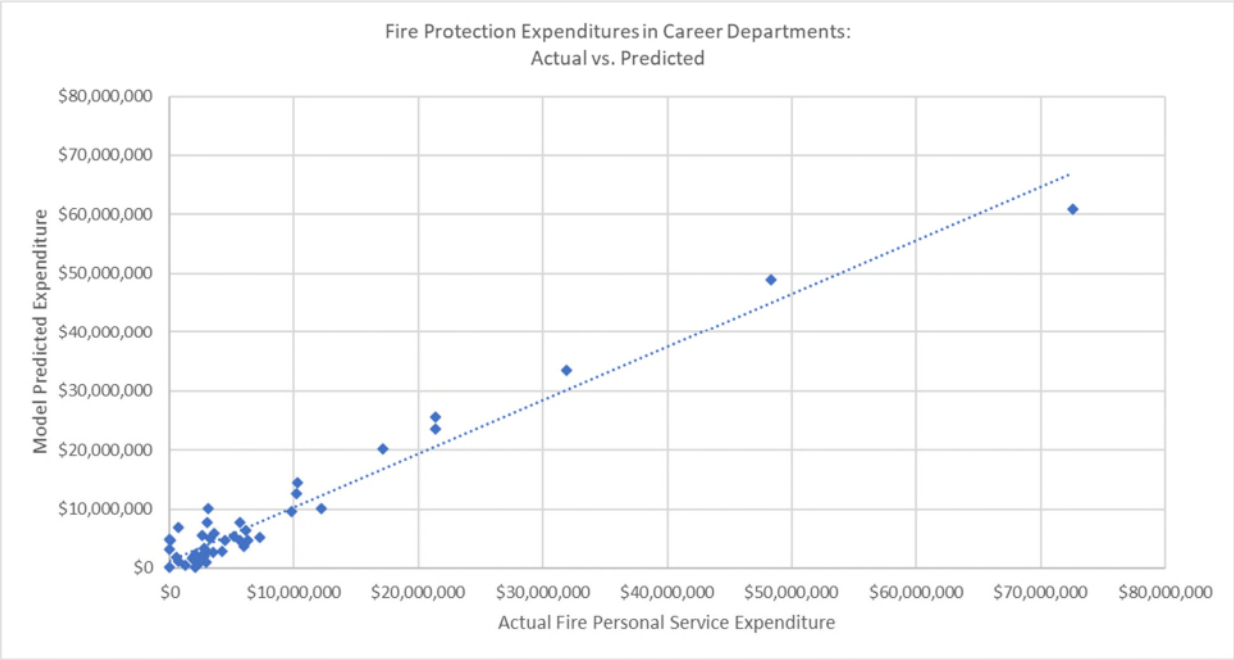
The scatter graph in Figure III-5 attests to the accuracy of our multi-factor approach developed from statistical analysis of career departments throughout New York State. The horizontal axis shows the value of each municipality's actual spending on firefighter wages and benefits in 2021, the last year for which data was available. The vertical axis shows the predicted value from the simulation model we constructed. Each dot represents a single paid department.

If all our predicted values exactly matched the actual values, the dots would form a straight line exactly over the dotted line drawn on the graph. The closer the dots are to the line, the more accurate the formula. The graph and the statistical results of the analysis underscore the accuracy of our approach in predicting spending in paid jurisdictions. Even though a specific department's spending might be above or below the predicted amount, the pluses and minuses balance each other and produce a highly accurate estimate for all departments taken together. The model explains over 90% of the variation among communities.

Figure III-5



To summarize the approach: For each fire department with paid firefighters, we calculated the relationship among population, geography and community fiscal characteristics adjusted for special conditions. To estimate the cost of converting volunteers to paid departments, the resulting formula was applied to the same characteristics in each area volunteers now protect. Thus, we simulated the conversion of volunteer departments to paid departments, and we estimated the cost of all pay, benefits, maintenance and capital expenses for structures, vehicles and equipment that would be required. The approach embodied a change in response standards from NFPA 1720 (volunteer) to NFPA 1710 (career).

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B. Calculating the cost of statewide all-career firefighters

Avoiding False Comparisons between Volunteer and Paid Departments

Comparisons of the number of paid firefighters needed to "replace" volunteers in an area can be highly misleading. When a community has to impose taxes to pay firefighters, it has a strong incentive to keep the number of firefighters as low as possible while maintaining standards. This manpower discipline is absent in volunteer departments and is inappropriate to the task of building community support and strong volunteer membership. As noted earlier, there are many good reasons to expect the number of volunteers to greatly exceed the number of paid firefighters necessary to cover a given area, and they have nothing to do with the volunteers' skill or efficiency at fighting fires.

The number of volunteers relative to firefighting needs varies greatly among communities for many reasons. Some communities have a stronger volunteering tradition than others, some have a stronger recruitment outreach, some are centers of a community's social life, and some have leadership or training programs that attract a large membership. Huge differences among volunteer organizations have less to do with the size of the population they serve, the square miles they must cover, or the number of emergencies to which they respond than unique circumstances in their communities.

A paid department's success is partly measured by keeping its staffing lean, while a volunteer department's success is partly measured by building a large membership and expanding the number of people in the community who have firefighting skills. The cliché that one paid firefighter replaces several volunteers is meaningless.

No direct relationship exists between the number of volunteers in an area and the number of paid firefighters required to staff 24-7 operations adequately and to handle the equipment and respond to the number of expected emergencies. In fact, the most successful volunteer departments would have the highest ratio of volunteers to paid firefighters in such a comparison. A high ratio shows that the department is effective in attracting members and spreading firefighting skills throughout their community, not that they are less efficient than paid departments.

Accounting for Firefighter Pay, Operating Cost, and Equipment

A word on accounting may help in understanding the figures below. There are two main categories of cost that must be treated differently when thinking about the value of volunteers and their savings to taxpayers. One, the cost of operations, deals with annual *recurring costs* (such as pay, benefits, fuel, upkeep, etc.). The other, the cost of capital, deals with *infrequent costs* for large items (such as trucks, buildings and equipment).[9]

Differences between operating and capital costs invokes a complex realm of accounting. Basically, calculating an annual charge that represents an appropriate portion of a capital item's useful life related to a year can be based upon debt service payments or upon some pro

[9] An annual municipal budget (and the taxes to pay for it) includes the full amount of operating costs, but only the annual value of capital costs. The latter may be the portion of its life span used up in the year or the portion of its cost paid in the year, or the debt service required. Thus, a $150,000 piece of equipment with a 10-year life might include only $15,000 per year in the budget (under a straight-line method) or about $18,500 per year to repay a loan used for its purchase.

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

rata division of the cost of the equipment over its remaining useful life. A used piece of equipment, even if donated to the fire company, should have some accounting for the need to replace it eventually, and to account for the use of its services during the year and the funds to bring it to standard at the time of transfer.

Calculating the Cost of Pay and Benefits

Annual costs of career departments are dominated by pay and benefits. Including base pay, all employer-paid benefits, longevity, and overtime pay, these payroll-related costs average nearly 80 % of the annual operating budget of New York's paid departments.

Figure III-6 shows representative pay and benefits in New York's career departments. In practice, staffing varies from place to place and the ratio of firefighters to command level staff varies as well. The median base pay for a chief is approximately $108,005 annually and ranges from $77,693 at the lowest decile to $124,954 at the highest. Moving down to firefighters, the decile range is from $51,795 to $83,302 with a median of about $72,070. This analysis uses an annual weighted average wage and all benefits of $123,470 across ranks to calculate average department wages and benefits. This reflects both average pay levels and an average staffing mix. (Of course, if statewide all-career departments were implemented, pay would vary by size of department and pay practices in each area of the state.)

Figure III-6

Estimated Firefighter Annual Base Wages & Benefits 2022

(Representative 50 Firefighter Unit)

	Lowest Decile	Median	Highest Decile	Weight
Chief	$77,693	$108,105	$124,954	1
Deputy Chief	$67,852	$94,412	$109,126	1
Captain	$62,672	$87,205	$100,796	5
Lieutenant	$59,565	$82,881	$95,798	10
Firefighter*	$51,795	$72,070	$83,302	50
Admin Assistant*	$29,510	$46,210	$59,760	2
Weighted Average Wages		$74,830		
Fringe benefits		$26,507		
Annual Average Wage and Benefits		**$101,338**		
Labor-related training, OT, and other benefits		$22,132		
Total representative wages and all benefits		**$123,470**		

Source: Bureau of Labor Statistics, OEWS - Occupation = Firefighters (SOC Code 332011)
Various municipal budget, all adjusted to 2022 dollars using CPI

Firefighter Compensation by Region of The State

Figure III-7 summarizes the levels of compensation paid to firefighters throughout New York State, outside New York City. The estimates are for 2022 and are based upon data from the U.S. Bureau of Labor Statistics.

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Figure III-7

Estimated Annual Firefighter Base Wages 2022			
Area	**Median**	**Lowest 10%**	**Highest 10%**
Albany-Schenectady-Troy, NY(0010580)	$67,152	$47,120	$85,529
Binghamton, NY(0013780)	$79,312	$53,794	$87,025
Buffalo-Cheektowaga-Niagara Falls, NY(0015380)	$68,489	$49,836	$87,025
Kingston, NY(0028740)	$68,489	$53,762	$84,001
Rochester, NY(0040380)	$80,267	$54,346	$88,012
Syracuse, NY(0045060)	$80,956	$54,250	$84,935
Utica-Rome, NY(0046540)	$64,224	$63,842	$82,219
Watertown-Fort Drum, NY(0048060)	$67,672	$37,412	$67,672
Average of Areas	$72,070	$51,795	$83,302

Source: Bureau of Labor Statistics, OEWS - Occupation = Firefighters (SOC Code 332011)
Adjusted to 2022 dollars using CPI

Calculating the Cost of Capital Equipment

Taxpayers rarely pay for large capital purchases all at once. Thus, even if replacing volunteers with paid firefighters necessitated purchasing billions of dollars of new equipment immediately, the taxes required for this would reflect only the annual payments to be made purchasing the equipment. Typically, this is the amount of annual debt service a fire department might pay for financing capital equipment and apparatus through a municipal bond issue or loan. (Not unlike purchasing a family car on an installment plan.)

Figure III-8 lists the common equipment a fire department may purchase, its cost new, its useful life, and the annual payment necessary to service the bonds that might be sold to make the purchase. Thus, a $1,015,805 aerial truck fully equipped would require only the tax revenue needed to pay the $71,383 in debt service per year during its useful life, not its full cost in any single year. The cost of station construction is estimated to average about $3.8 million per unit, but with variation around the state.

The initial acquisition cost of structures and all apparatus and major equipment repeats (with inflation) after an item's useful life is exhausted. In Figure III-8 useful life is seen to vary from about 8 years for a light vehicle to 18 years for an aerial truck and 20 years before a fire station requires major rehabilitation. It is important to note that shifting from volunteers to paid departments would inevitably mean transfer of substantial existing equipment to the career operations. However, a proper accounting of the transfer would not reduce annual charges for equipment (or indeed structures) if full replacement reserves were established, along with expenditures to bring all items to their appropriate standard.

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Figure III-8[10]

Approximate Cost of Typical Capital Items 2022

Single Item of This Type	Cost of Apparatus & Equipment	Years of Useful Life	Annual Debt Service
Engine	$650,000	20	$42,091
Aerial Truck	$1,015,805	18	$71,383
Tanker	$528,961	15	$43,037
Light Rescue Truck	$250,000	8	$35,016
Brush Truck	$75,581	10	$8,680
Staff Car	$60,000	8	$8,404
Heavy Rescue Truck	$754,313	15	$61,372
Protective Clothing and Apparatus	$10,104	10	$1,160
Structure (avg. for 24 firefighters, 3 shifts)	$3,754,327	20	$243,110

**Annual 2.6% interest & principal payments to finance purchase*

To fully understand these financial dynamics, one enters a complex realm of accounting. Basically, calculating an annual charge that represents an appropriate portion of a capital item's useful life, related to a year, can be based upon debt service payments (for, say, bonds to acquire the structure/equipment) or upon some pro rata depreciation of the cost of the equipment over its remaining useful life. A used piece of equipment, even if donated to the fire company, might have a reserve established for the need to replace it eventually, and to account for the use of its services during the year and the funds to bring it to standard at the time of transfer.

[10] In the post-COVID world of high inflation and supply bottlenecks, these prices are rising rapidly. We hear of some engines selling for over one million dollars and aerial trucks approaching three million dollars, both having long delivery periods. To the extent future costs are above those in the table, the volunteer fire service is saving taxpayers even more compared to a paid fire service.

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IV. Volunteer Firefighters Save New York Taxpayers $4.7 Billion Annually

A. High cost of all-paid fire departments

New York State taxpayers realize significant savings because volunteer firefighters are not paid wages and benefits and because fundraising by volunteer organizations reduces tax levies for fire equipment and operations. To determine the amount of tax savings to households and businesses, we calculated how much additional taxes would be necessary to cover the costs of all-career departments in every area now using volunteers.

These savings include: the wages and benefits that municipal governments do not have to pay firefighters; their lower expenses by not purchasing and maintaining equipment; the avoided cost of fire stations and other structures; a full range of annual operating expenses from administration to HVAC equipment and utilities.

ResEcon calculated the statewide cost of an all-career fire service and subtracted the amount government now pays for fire protection. This offset includes the cost of career fire departments in some cities and towns and the fractional support of volunteer departments elsewhere. To complete this assignment, we analyzed career and volunteer fire departments throughout the state. We calculated the cost and the increased taxes if a paid department replaced volunteers. We applied economic models to measure firefighting requirements by county, using not only population but also density, protection area characteristics and local experience. In a complex state such as New York, this multi-factor approach improves the accuracy of the calculations as compared to estimates based solely on population as done, for example, in Delaware, which has less varied demographics and geography.

The calculations incorporate potential efficiencies in the relocation of firefighters and fire stations that would almost surely follow if tax funding of career firefighters were required throughout the state. No one is seriously suggesting such an enormous conversion. However, the specter of conversion provides relevance to the huge increases in property taxes that would be required and thus is one dimension of measuring the economic value of volunteers to their communities. (Of course, this is separate from the enormous lifesaving and related value of the volunteer fire service.)

In our approach, we statistically evaluated the factors that determine the actual level of staffing and the cost of paid units and applied the results to all volunteer protection areas throughout the state. We incorporated the unique characteristics of each area that would dictate the number of full-time career firefighters needed. We then estimated the matching level of firefighting equipment, specialized vehicles, and fire stations with appropriate living quarters. From this we calculated annual operating and capital cost and the resulting taxes to support them.

Also included in the annual cost is the payment of interest and principal to finance the one-time $8.17 billion cost of acquiring, rebuilding, and equipping stations with sleeping and eating facilities, emergency equipment, vehicles, and related items. If bonds were used to finance these one-time requirements, the annual debt service for local government would be $581 million and is included in the cost.

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

Figure IV-1 shows these details. New York State would have to add 31,058 additional paid firefighters if it moved to an all-career fire service[11]. Fully paid career departments in place of volunteers would cost New York taxpayers an additional $4.7 billion annually. This totals the pay, benefits, operating, maintenance and capital costs to support the additional 31,058 full-time paid firefighters. This consists of $3.8 billion of pay and benefits plus $187.9 million in general operating costs plus $83.8 million annually to maintain equipment and structures and $580 million in annual debt service.

Figure IV-1

New York: Added Cost If All Fire Protection Services Performed by Paid Firefighters 2022

	Statewide All Areas*
Additional career frefighters (38,002 total required less 6,944 existing)	31,058
	One-Time Acquisition Cost
Cost of fire houses/structures	$4,858,411,742
Cost of vehicles & equipment	$3,307,410,397
Total one-time cost**	**$8,165,822,139**
	Annual Cost of Operations
Pay and benefits	$3,834,721,144
General operating costs***	$187,882,162
Equipment & structures (ann. maint. etc.)	$83,823,169
Annual operating cost	**$4,106,426,475**
Annual debt service / Replacement reserves (for acquired structures & equip.)	$580,689,132
Total annual cost	**$4,687,115,607**

* *Excludes New York City*
** *Is assumed to be financed by borrowing covered by annual debt service.*
*** *Includes all normal outlays such as heating/cooling, electricity, communications, fuel, supplies, insurance, clothing, etc.*

[11] It might be expected that the 31,058 additional firefighters needed for a statewide career fire service would have increased significantly more than the 30,822 reported in FASNY's 2015 economic study. However, staffing requirements depend upon population and property protected as well as current practices among existing career departments. Over that period, New York's population fell by 0.6%, real property increased only slightly, and municipal fire budgets tried to reduce costs and increase efficiency. While the number of firefighters rose only by 236, the related pay and operating costs rose by over 20%.

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These 31,058 career firefighters would staff stations 24 hours-per-day, seven-days-per week. They would follow practices prevalent in paid departments and meet requirements such as the two-in, two-out rule.[12] In general, NFPA standard 1710 would be met in most stations. If 1710's minimum staffing was implemented statewide, there may be additional firefighters needed in some stations, but such determination would require added study beyond the scope of this report. (Note that EMT and ambulance services personnel are not included in the 31,058 firefighters required.)

Please note also, as discussed previously, these paid firefighters are not "replacing" volunteers on a one-to-one basis, but rather providing fire protection services for the areas now covered by volunteers at standards found in existing paid areas.

It is important to point out that in the *New York Fire Service Needs Assessment* conducted by NFPA in 2015, there is inadequate or aging equipment in a substantial number of fire stations. Presumably, these would all be brought to standard upon conversion to paid departments.

As noted earlier, a paid department's success is partly measured by keeping its staffing lean and costs down relative to its firefighting requirements. In contrast, a volunteer department's success is partly measured by building a large membership and expanding the number of people in the community who have firefighting skills. The more volunteers, the quicker the response, other things equal. In contrast, all-career departments must meet their response requirements with staffing to cover stations 24-7, rather than racing to fires from home and work as needed. This fact gives them an incentive to locate fire stations in ways that minimize response time while also minimizing staffing and recruitment.

Local Government property taxes would rise 28.4% absent volunteer firefighters.

Local governments levy taxes to pay for a wide variety of public goods and services. Two main distinctions are taxes for general government purposes and, separately, taxes for schools. Generally, school districts in New York State outside New York City operate with budgets and taxes that are set by school boards, while in cities, counties, towns and villages other elected officials determine their own budgets and tax levies. See figure IV-2 for a breakdown of general government taxes versus those of school districts.

Presumably, the tax levy to support a statewide all-career fire services would be imposed by general government, not school districts, and become part of their local budget.

[12] The two-in, two-out rule established by OSHA requires two firefighters within a burning structure to have direct visual contact or voice communication between each other and with firefighters outside.

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Figure IV-2

New York Property Tax Levy by Class of Government 2022		
Government Level	Property Tax Levy 2022	Percent of Total
County	**$ 5,919,300,866**	**15.7%**
City	**$ 1,309,181,179**	**3.5%**
Town	**$ 4,373,490,292**	**11.6%**
Village	**$ 1,539,486,902**	**4.1%**
Fire District	**$ 949,146,281**	**2.5%**
Subtotal non-school	**$ 14,090,605,520**	**37.3%**
School	**$ 23,649,259,042**	**62.7%**
Grand Total	**$ 37,739,864,562**	**100.0%**

Source: NYS Comptroller (Excludes New York City)

The non-school portion of the property tax levy totaled $14.1 billion in 2022, that is 37.3% of total property taxes outside New York City. Schools required another $23.6 billion, which is 62.7% of the total.

Without volunteer firefighters, non-school property tax would rise across the state in volunteer fire service areas. The tax increase for general governmental units would rise an average of 28.4%. This large increase in the property tax would require a detailed re-examination of other spending and may feature a substantial public reaction when local budgets would be presented and described in the press.

Taxpayers would undoubtedly have a strong reaction to any such local budget increases. Granted, this affects only the local government's tax levy and not the total tax paid by households and businesses, (which includes school tax.) However, it is hard to imagine taxpayers would be assuaged by hearing that the percent increase in a town or village budget related to a new "career-fire tax" excludes school districts.

Figure IV-3, below, summarizes the impact of higher taxes to fund an all-career fire service. It shows that in 2022 New York local governments (excluding school districts) levied $13.3 billion in property taxes in all areas protected by volunteer firefighters. The total additional annual cost of an all-career service is $4.7 billion for pay and benefits, general operations, the annual cost of maintaining and supporting firefighting equipment and structures, and debt service or replacement reserves.

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This $4.7 billion amount is reduced by $912 million from existing fire funding[13] in now-volunteer areas. The net amount of $3.8 billion would require an increase in the annual property tax levy of 28.4% on average in these localities.

Figure IV-3

Annual Real Property Tax Impact if All-Career Firefighters New York State 2022 estimated	
Pay & Benefits	3,834,721,143
Annual Operating Cost	187,882,162
Annual Outlay for Equipment & Structures	83,823,169
Annual Debt Service or Replacement Reserves	580,689,132
Total Additional Annual Cost	**4,687,115,606**
Offset for Current Fire Funding in Volunteer Areas	912,880,334
Net Additional Annual Cost	**3,774,235,272**
Existing Property Tax Levy in Volunteer Areas	**13,276,181,250**
Increase in Tax Levy if All-Career Fire Service	**28.4%**

B. Tax Savings of Volunteers by County

Having calculated the cost of shifting from existing volunteer departments to paid ones, the question arises of the amount by which taxes in each county would have to be raised to pay the bill. Arguably, federal and state revenues might be loosened to some extent, but these also rest upon taxpayers', even if spread differently among them.

Because real property taxes are typically the final adjustment to balance local budgets, the additional demand for funds will likely fall squarely on property owners. Each community has a different mix of residential, commercial, industrial, utility, farm, and vacant real estate. Thus, the added burden will shift among the owners of these from place to place

[13] Some tax dollars and subsidies used to partially support existing volunteer operations would become available to the new paid departments.

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depending upon the relative mix and value of property types and the extent the property tax is already supporting government spending. Also, a county's separate fire protection areas and various sub-county taxing jurisdictions will bear the all-career burden differently depending on their existing taxing and spending situations.

To get an overview of the impact on each county, it is useful to calculate the net percent increase in the property tax required to raise the additional funds to support an all-career fire service in the volunteer areas of each county. The average rate throughout a county may vary significantly from area to area, but that depends upon local decisions of how to tax and how to share the burden across villages, towns cities, and fire districts within each county. This report focuses on the average tax increase across all areas of each county that currently have volunteer service.

Admittedly, other spending may be reduced to offset the new costs to a degree, but reducing other government goods and services means a shift of burden to someone else, not its elimination. Thus, the measure of burden is best reflected by showing the net increase in fire protection costs as an increase in the average property tax.

There would be great tax variability in the new tax burden among local areas. For example, some counties would average tax increases that exceed 100% because they have large fire protection areas, a low tax base and have operated with conservative budgets. Other counties would average increases under 10% because they have higher tax levies already. Plus, within each county there would be differences among communities, some above and some below the average.

Figure V-4 shows the tax increases county by county. The rows reveal for each county its relative portion of statewide amounts previously described in summary tables. Column two lists the number of currently active career firefighters in each county, totaling 6,944 statewide outside New York City. Column three is the net new career firefighters required for an all-paid fire service. This sums to 31,058, statewide, as seen in previous summary tables.

The next two columns are in the middle section of the table, and show the additional pay, benefits, and all other operating costs plus debt service needed to support the increase in career firefighters. These are added together in the next column and then reduced by the amount of existing fire funding that can be used to support the new all-paid fire service. The statewide total net additional cost for an all-career service is $3.8 billion, which is the $4.7 billion total cost reduced by funds from other fire-related sources.

The right section of the table shows how this added cost would affect the property tax in each county. The second-to-last column is the general property tax levy in each county (exclusive of any school taxes). Finally, the last column shows the average percent increase in that county's tax levy to pay the additional cost of an all-career fire service. For each county, this is an average county-wide percentage which can vary significantly up or down in sub-county tax jurisdictions.

The overall statewide average tax increase would be 28.4%. to fund an all-career fire service. Notice the wide variation among counties. The highest tax increase is in Cattaraugus County, an increase of 133.8%. The lowest increase is in Suffolk County, 5.8%. If a locality has a large volunteer fire protection area coupled with a low tax base or a small levy for non-fire

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spending, it will require a large tax increase to support an all-career approach. Other localities with already high taxes or a large tax base relative to its fire protection requirements will have smaller tax increases.

Thus, without volunteers there would be significant and difficult increases in the levels of taxation throughout most of the state. These truly attest to the value of the volunteer fire service and to its strong presence throughout New York.

The extremely high tax increase in some counties underscores the difficulty of supporting the entire cost of the fire service with the property tax. There would certainly be a call for state or federal subsidies. There might also be a need to allow some mix of paid and volunteer firefighters in remote communities where the sparse population could not support sufficient nearby stations to meet response standards.

Finally, there are some cautions necessary in interpreting the number of career firefighters required in each local area. The number in the table is not necessarily the number of firefighters (with fire stations and equipment, etc.) that would physically exist in the county. Rather it is the number that is needed to protect the area and who may be physically located in the locality or in a neighboring one under contract. The efficient location of fire stations around the state might mean one locality has more firefighters than needed and may contract their services to neighboring jurisdictions that have few or no stations within their borders.

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Figure V-4: Significantly Higher Property Taxes if No Volunteer Fire Departments: New York State Counties 2022

County	Active Career Firefighters	Additional Active Career FFs Required	Additional Pay and Benefits	All Other Annual Operating & Debt Costs	Total Additional Annual Cost less Available Fire Funding	Existing General Property Tax Levy Volunteer Areas	Average Increase in Existing Property Tax
Albany	372	772	95,318,589	21,187,730	101,606,313	223,643,014	45.4%
Allegany	-	210	25,928,632	5,763,502	29,769,982	56,519,647	52.7%
Broome	220	434	53,585,839	11,911,237	63,584,167	140,516,979	45.3%
Cattaraugus	58	763	94,207,361	20,940,723	112,359,630	83,951,729	133.8%
Cayuga	86	232	28,644,964	6,367,297	32,542,437	67,617,181	48.1%
Chautauqua	84	338	41,732,750	9,276,493	46,570,103	113,025,209	41.2%
Chemung	80	251	30,990,888	6,888,757	34,756,877	68,593,806	50.7%
Chenango	15	191	23,582,708	5,242,042	24,196,335	47,876,928	50.5%
Clinton	57	431	53,215,430	11,828,901	61,035,526	58,099,152	105.1%
Columbia	2	256	31,608,237	7,025,983	33,495,409	75,223,952	44.5%
Cortland	36	128	15,804,118	3,512,992	17,070,572	57,003,362	29.9%
Delaware	-	472	58,277,686	12,954,156	67,819,186	72,719,136	93.3%
Dutchess	245	1,114	137,545,217	30,574,005	149,440,822	289,804,922	51.6%
Erie	919	2,239	276,448,601	61,449,907	311,140,512	808,134,610	38.5%
Essex	6	399	49,264,400	10,950,653	56,213,155	67,689,827	83.0%
Franklin	25	356	43,955,204	9,770,508	52,291,830	46,564,687	112.3%
Fulton	54	339	41,856,220	9,303,939	50,502,005	50,269,059	100.5%
Genesee	-	186	22,965,359	5,104,816	26,553,668	53,577,436	49.6%
Greene	30	221	27,286,798	6,065,399	28,281,526	64,165,664	44.1%
Hamilton	-	181	22,348,011	4,967,590	27,062,386	29,763,245	90.9%
Herkimer	49	341	42,103,159	9,358,829	48,791,066	59,153,201	82.5%
Jefferson	167	397	49,017,461	10,895,763	52,924,605	97,858,174	54.1%
Lewis	-	274	33,830,691	7,519,998	40,723,796	32,871,811	123.9%
Livingston	-	227	28,027,616	6,230,071	31,699,788	59,563,894	53.2%
Madison	24	273	33,707,221	7,492,552	36,992,499	64,876,107	57.0%
Monroe	747	785	96,923,694	21,544,518	70,368,239	754,812,291	9.3%
Montgomery	33	145	17,903,103	3,979,561	20,572,808	42,722,943	48.2%
Nassau	123	2,261	279,164,934	62,053,702	150,547,117	2,303,452,333	6.5%
Niagara	329	491	60,623,610	13,475,616	72,146,777	165,186,546	43.7%
Oneida	211	832	102,726,769	22,834,445	121,018,487	135,429,619	89.4%
Onondaga	435	1,389	171,499,378	38,121,447	190,589,388	354,254,111	53.8%
Ontario	56	298	36,793,963	8,178,683	38,256,008	108,160,993	35.4%
Orange	128	1,442	178,043,270	39,576,045	181,027,979	417,081,310	43.4%
Orleans	21	148	18,273,512	4,061,896	21,673,934	38,229,195	56.7%
Oswego	117	392	48,400,112	10,758,537	56,006,271	101,329,397	55.3%
Otsego	26	214	26,422,510	5,873,283	29,986,445	38,488,785	77.9%
Putnam	-	448	55,314,414	12,295,470	63,525,214	144,818,386	43.9%
Rensselaer	131	421	51,980,733	11,554,449	55,301,412	139,465,812	39.7%
Rockland	-	571	70,501,184	15,671,236	50,996,869	565,216,585	9.0%
Saint Lawrence	42	740	91,367,559	20,309,482	106,042,422	96,888,909	109.4%
Saratoga	56	848	104,702,284	23,273,569	110,861,422	139,383,637	79.5%
Schenectady	205	339	41,856,220	9,303,939	44,480,972	132,417,475	33.6%
Schoharie	-	300	37,040,902	8,233,574	42,518,761	37,945,978	112.1%
Schuyler	-	80	9,877,574	2,195,620	10,396,006	21,377,261	48.6%
Seneca	2	152	18,767,390	4,171,677	21,197,454	27,458,692	77.2%
Steuben	64	339	41,856,220	9,303,939	47,657,901	92,295,653	51.6%
Suffolk	87	2,426	299,537,430	66,582,168	123,769,353	2,132,425,845	5.8%
Sullivan	4	860	106,183,920	23,602,912	117,866,601	156,795,666	75.2%
Tioga	-	178	21,977,602	4,885,254	20,399,936	46,044,153	44.3%
Tompkins	75	445	54,944,005	12,213,135	59,484,584	114,836,681	51.8%
Ulster	57	708	87,416,529	19,431,234	94,318,411	209,284,925	45.1%
Warren	38	355	43,831,734	9,743,062	52,401,806	77,993,382	67.2%
Washington	-	281	34,694,978	7,712,114	41,316,862	64,639,043	63.9%
Wayne	103	325	40,127,644	8,919,705	45,458,731	82,652,521	55.0%
Westchester	1,324	1,550	191,377,995	42,540,132	139,154,140	1,665,050,995	8.4%
Wyoming	-	181	22,348,011	4,967,590	26,020,518	47,708,503	54.5%
Yates	1	89	10,988,801	2,442,627	11,448,245	33,250,891	34.4%
Statewide	**6,944**	**31,058**	**$3,834,721,143**	**$852,394,464**	**$3,774,235,272**	**$13,276,181,250**	

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C. The Economic Benefits of Volunteer Firefighter Tax Savings

New York's volunteer firefighting creates significant economic benefits in sales, jobs, and wages because it leaves about $3.8 billion in the hands of taxpayers each year. We determined the full economic impact of volunteer fire departments by measuring its effects on local communities. Of course, switching from a volunteer to a paid fire service would place much of the taxes collected in the hands of paid firefighters, but the result would be a large-scale redistribution of wealth and income with an unknown mix of winners and losers—the families, businesses, and geographic areas across the state that would gain money or lose it.

The approach we take is to evaluate the economic impact of volunteer fire departments in the aggregate, not to calculate any offsetting or redistributive effect of converting volunteers to paid firefighters. The net impact of a complete shift to paid departments is uncertain and unknown.

To perform the economic impact analysis, ResEcon employed the input-output technique, which is a widely-used approach to forecasting economic impacts . This is a mathematical way of specifying the economic relationships among consumers, businesses, and the extensive network of supplier firms that generate jobs and wages and pay taxes within the community and throughout the state.

We measure each of the activities which economists separate into "direct effects," "indirect effects," and "induced effects." The direct effects relate to the initial purchases by households and businesses with their tax savings. The indirect effects represent inter-business purchases made in response to these direct sales, mostly purchases from suppliers and their suppliers. Finally, the induced effects add the result of household spending by the employees and owners of all industries benefiting from direct and indirect effects. Together these multiply the initial spending and account for the full economic impact of the volunteer fire service.

Figure IV-5

Economic Impact of Tax Savings from Volunteer Fire Service
New York State 2022

Activity	Direct, Indirect, and Induced Impact
Jobs Created (Non-fire)	19,595
Labor Income (Non-fire)	$1,204,427,437
Output (Sales)	$3,583,894,198

** Excludes NYC and Sales Outside of NY State*

Figure IV-5 shows households and businesses purchase $3.6 billion of goods and services within New York State using the tax savings from lower property taxes. This is the result of a complicated process from which the $3.8 billion in tax savings creates additional "indirect"

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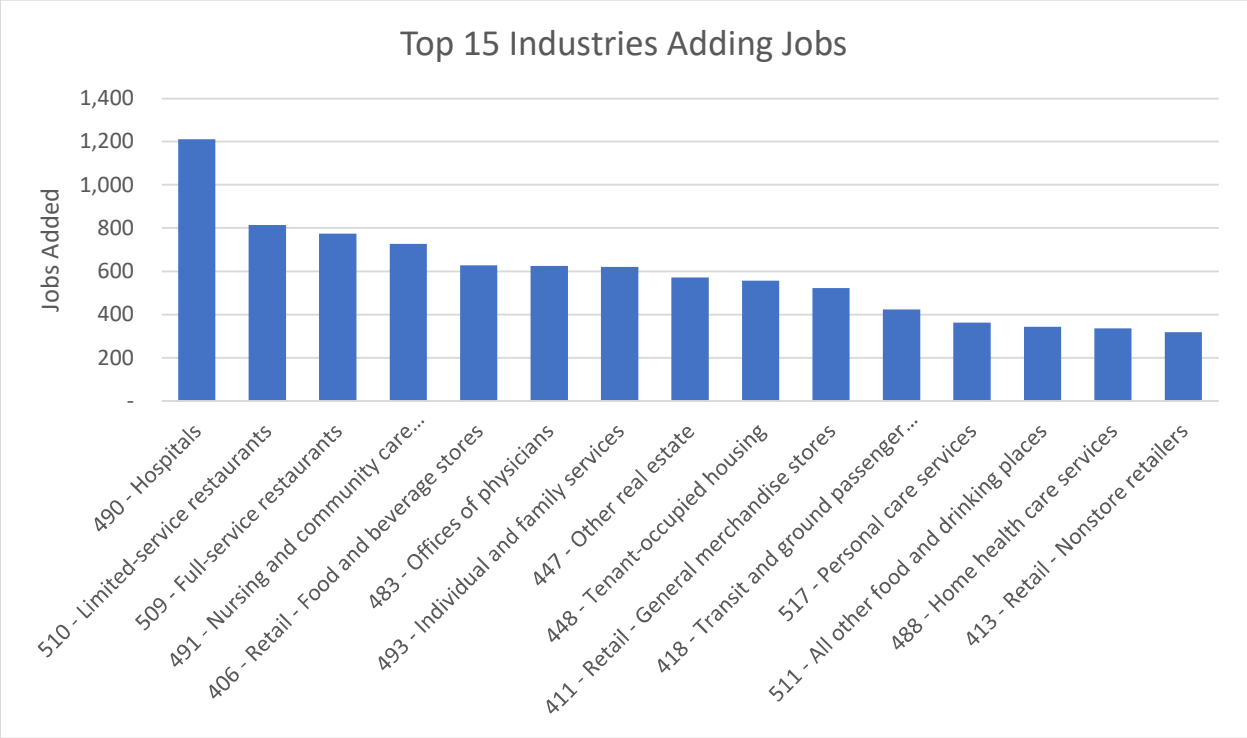
plus "induced" spending as firms pay their employees and suppliers and distribute earnings to their owners and lenders. All told, the full direct + indirect + induced impact amounts to over $4.5 billion. However, some of the spending flows outside New York, netting to the $3.6 billion in New York sales shown in Figure IV-5. Of this amount, $1.2 billion goes to New York labor, resulting in 19,595 New York jobs created by the tax savings from the volunteer fire service.

These 19,595 jobs are distributed throughout the state's economy. Figure IV-6 tallies the top 15 industries having jobs created by volunteer tax savings. Hospitals are the largest job creators, adding about 1,200 employees. This number is followed closely by "limited-service restaurants" (800 jobs) and full-service restaurants (795 jobs). Real estate, family services, and retail also benefit strongly as do the other industries listed in Figure IV-6.

Figure IV-6



The numbers above give a sense of the scale of economic activity that is impacted by New York's system of volunteer firefighting which has left billions of dollars in the hands of residents and drives substantial economic activity at the local level. A transition to career firefighting would have two primary effects on this historic arrangement. As noted earlier, the dramatic tax increases needed to fund a career service would transfer billions of dollars from New York taxpayers, to village, town, city, and county governments. While these funds will be spent on career fire protection services, the final effect of these dollars is difficult to predict but will certainly disrupt the local economy and create many winners and losers.

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Taxpayers in New York have ample experience with the challenges that are created when local tax increases redirect money from residents to local governments. Even when local governments and taxpayers are in full agreement on an expansion of services, tax hikes involve debates over how the new tax burden will be shared. How will taxes change to fund the necessary revenue? Should these increases be funded by the residents and businesses most likely to benefit from career fire protection service? Or should additional taxes be paid largely by those with the greatest ability to pay?

The economic disruption that occurs when there is a large-scale increase in local taxes is key to understanding the economic impact of a shift from volunteer to career fire protection. It's not just a change in where the money is spent – it's a change in the whole process of how taxes are assessed and allocated, how spending decisions are made, and what tradeoffs are necessary when formulating local government budgets.

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V. Tax Savings in NY Legislative Districts

A. Calculating Senate and Assembly Impacts

A transition from volunteer fire departments to career would have varying impacts on property taxes across different communities. As shown previously for New York counties, the net percent increase in property tax provides a useful measure of the burden that property owners would face, although local decisions on taxation and burden-sharing would influence the average rate increase throughout each area. Unlike the previous county calculations, legislative districts offer unique challenges in measuring the tax burden because they contain layers of other taxing jurisdictions and they themselves do not levy property taxes.

Senate and Assembly boundaries are drawn without respect to any standard configuration of the taxing jurisdictions within. Each legislative district has a unique complement of cities, towns, villages, school districts, counties, and special districts. Each district's multiple jurisdictions may have its own budget policies and property tax rates, and thus a different burden if they were to add an all-career fire service.

New York State Senate districts are organized based on population and geography. There are a total of 63 districts, each with approximately 300,000 residents. Assembly districts are similarly determined and number 150 with approximately 130,000 residents each. The districts are redrawn every ten years following the decennial census to account for changes in population. The analysis that follows covers 2022 district boundaries.

You will see there are wide differences in tax burdens among the districts. These reflect:

1. The count and coverage of existing career departments.
2. The complexity of the multiple jurisdictions within it.
3. The characteristics of the population and geography.
4. The types and density of real property.
5. The funding from all sources for all elements of non-career fire protection that can be redirected and offset the need for new taxes.

Geography has special importance as recognized in the NFPA 1710 and 1720 standards. Urban areas are densely populated and characterized by a high concentration of businesses, residential areas, and cultural institutions. Outside New York City, these include the cities of Buffalo, Rochester, Syracuse, and Albany, and well as numerous high density suburban communities.

Rural areas, on the other hand, are sparsely populated and characterized by agricultural land, forests, and small towns. These include the Adirondack Mountains areas, the Catskill Mountains, and parts of the Finger Lakes region.

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Urban and rural areas in New York State face unique challenges and require different approaches to governance. Urban areas, for example, typically require more investment in infrastructure, public transportation, health care, and housing, while rural areas may require more investment in agriculture, natural resource management, and have more difficult access to healthcare. In the less populated suburban areas and in rural areas, school taxes may be by far the highest component of the total tax levy. In these districts, to add a tax for additional career fire services to a rather low municipal budget may require a huge percent tax increase. However, if a similar amount is added to a large municipal budget, the percent increase in the tax levy may be smaller.

Indeed, the calculation of estimates for Senate and Assembly districts in New York can be complex due to the presence of both high and low taxing jurisdictions, as well as a mix of all-career and all-volunteer communities within a district.

When estimating property tax increases for these districts, it is important to consider the different tax rates and budgetary situations in each jurisdiction. For instance, a Senate district that spans several counties may have significantly different property tax rates and budgetary priorities among its various jurisdictions. Similarly, an Assembly district may have a mix of all-career and all-volunteer communities, each with different budgetary needs and tax rates.

To account for these differences, we used a composite approach. This involves breaking down each jurisdiction into its component Census Blocks and estimating the property tax increase for each block based on its population, land area, and other relevant factors related to the weighted characteristics for the counties included in each district and their county-wide tax levy. These estimates are then weighted and combined to arrive at an overall estimate for the district as a whole.

While this approach is time-consuming and complex, it is necessary to ensure that estimates for Senate and Assembly districts accurately reflect the different tax rates and budgetary priorities of each jurisdiction.

Blocks within, say, the city of Albany and other areas covered by career departments are largely excluded from the allocation of county estimates because they are already covered by paid firefighters. Additionally, blocks without any population or land area, such as those covering lakes, are also excluded from the allocation of county estimates.

Since property tax information is not available at the block level, blocks inherit the county property tax information, which may be an average or weighted average of the tax rate across the county. This means that the estimated property tax increase for a given block is based on the property tax information of the county in which the block is located. The composition of blocks within counties is a key factor that accounts for why some Assembly and Senate districts may initially appear to be outliers. For instance, Assembly Districts 134-138 consist entirely of blocks within Monroe County, resulting in these districts inheriting the county's relatively small property tax increase. Monroe County is also part of eight different Assembly districts, which causes the county's firefighter estimates to be spread more thinly compared to other counties, such as Nassau and Suffolk, which are part of 13 and 12 Assembly districts, respectively. Furthermore, some districts have fewer blocks, and therefore receive fewer additional allocations, due to the exclusion of career fire protection blocks.

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Additionally, there are individual districts that span multiple counties, such as Senate District 45, which is the northernmost district in the state and covers six counties: Clinton, Essex, Franklin, Saint Lawrence, Warren, and Washington. In these cases, districts comprise only their composite blocks, meaning that while a county like Clinton contributes 100% of itself to Senate District 45, Washington County only contributes a fraction of itself. The estimated property tax increase for the district is weighted by block populations, which involves multiplying the population proportion by the property tax rate for each county within a district, and then summing those numbers.

The Senate and Assembly tables (Figures V-1 and V-2) follow the definition and column headings described earlier for the County table V-4. They show every district outside New York City that currently has a volunteer fire service and would require higher property taxes were it not for the volunteers.

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V-1 Significantly Higher Property Taxes if No Volunteer Fire Departments: New York State Senate Districts 2022

Senate District	Additional Active Career FFs Required	Additional Pay and Benefits	All Other Annual Operating & Debt Costs	Total Additional Annual Cost less Available Fire Funding	Average Increase in Existing Property Tax
1	829	102,311,866	22,742,219	42,275,429	6.0%
2	451	55,741,439	12,390,391	23,032,453	6.0%
3	499	61,573,728	13,686,811	25,442,365	6.0%
4	352	43,424,033	9,652,437	17,942,881	6.0%
5	518	63,920,277	14,208,410	34,470,710	7.0%
6	424	52,357,655	11,638,232	28,235,259	7.0%
7	739	91,210,716	20,274,619	49,187,805	7.0%
8	445	54,990,948	12,223,569	25,055,314	6.3%
9	431	53,171,701	11,819,181	28,674,254	7.0%
34	22	2,694,649	598,975	1,959,324	8.0%
35	302	37,318,443	8,295,267	27,134,864	8.0%
37	450	55,566,139	12,351,425	40,403,069	8.0%
38	513	63,341,437	14,079,744	45,817,883	9.0%
39	923	114,019,492	25,344,629	123,287,977	49.4%
40	1,145	141,359,514	31,421,859	118,937,067	16.6%
41	1,411	174,252,100	38,733,332	186,723,634	46.6%
42	1,251	154,516,043	34,346,336	157,106,342	43.0%
43	836	103,265,509	22,954,198	112,699,175	45.7%
44	904	111,582,984	24,803,034	118,173,603	75.4%
45	2,137	263,804,189	58,639,265	307,679,109	94.3%
46	962	118,770,605	26,400,722	127,980,170	41.7%
48	921	113,753,403	25,285,482	127,124,502	52.0%
49	1,921	237,150,151	52,714,518	275,641,912	79.1%
50	927	114,421,719	25,434,037	128,443,188	54.2%
51	2,418	298,538,380	66,360,096	336,130,014	71.6%
52	826	102,029,591	22,679,474	113,673,284	44.1%
53	1,221	150,775,204	33,514,810	173,129,372	77.2%
54	998	123,191,218	27,383,350	128,658,523	40.0%
55	249	30,742,476	6,833,539	22,319,557	9.0%
56	222	27,446,391	6,100,874	19,926,544	9.0%
57	1,582	195,327,934	43,418,137	227,663,514	65.1%
58	1,185	146,312,655	32,522,859	159,466,806	51.7%
60	1,512	186,746,709	41,510,674	210,181,808	39.0%
61	536	66,182,899	14,711,353	74,488,281	39.0%
62	805	99,389,954	22,092,727	108,698,853	36.9%
63	190	23,518,992	5,227,879	26,470,423	39.0%
Statewide	**31,058**	**$3,834,721,143**	**$852,394,464**	**$3,774,235,268**	**28.4%**

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V-2 Significantly Higher Property Taxes if No Volunteer Fire Departments:
New York State Assembly Districts 2022

Assembly District	Additional Active Career FFs Required	Additional Pay and Benefits	All Other Annual Operating & Debt Costs	Total Additional Annual Cost less Available Fire Funding	Average Increase in Existing Property Tax
1	466	57,511,496	12,783,845	23,763,843	6.0%
2	341	42,105,498	9,359,349	17,398,060	6.0%
3	200	24,746,378	5,500,706	10,225,244	6.0%
4	174	21,526,738	4,785,034	8,894,883	6.0%
5	162	19,969,335	4,438,850	8,251,362	6.0%
6	136	16,778,469	3,729,573	6,932,891	6.0%
7	179	22,134,256	4,920,075	9,145,910	6.0%
8	185	22,900,413	5,090,379	9,462,488	6.0%
9	175	21,606,707	4,802,810	10,028,976	6.3%
10	193	23,865,551	5,304,913	10,348,732	6.1%
11	150	18,533,787	4,119,751	7,818,277	6.1%
12	176	21,728,203	4,829,817	8,978,129	6.0%
13	256	31,616,950	7,027,920	17,050,282	7.0%
14	234	28,881,880	6,419,960	15,575,322	7.0%
15	350	43,187,107	9,599,773	23,289,796	7.0%
16	248	30,656,632	6,814,457	16,532,404	7.0%
17	177	21,800,429	4,845,871	11,756,461	7.0%
18	159	19,639,484	4,365,529	10,591,114	7.0%
19	198	24,431,153	5,430,637	13,175,149	7.0%
20	197	24,326,067	5,407,278	13,118,479	7.0%
21	176	21,751,715	4,835,043	11,730,191	7.0%
22	154	19,004,117	4,224,298	10,248,476	7.0%
88	131	16,231,219	3,607,929	11,801,990	8.0%
91	170	20,965,986	4,660,388	15,244,719	8.0%
92	286	35,358,298	7,859,559	25,709,609	8.0%
93	497	61,391,867	13,646,387	44,639,053	8.0%
94	533	65,868,891	14,641,554	67,557,744	31.7%
95	380	46,876,148	10,419,785	37,726,238	10.7%
96	216	26,649,474	5,923,733	19,276,836	9.0%
97	181	22,313,211	4,959,854	16,140,210	9.0%
98	613	75,709,237	16,828,899	72,759,463	30.3%
99	401	49,454,118	10,992,824	48,182,378	39.1%
100	954	117,774,350	26,179,271	128,686,269	60.6%
101	720	88,872,766	19,754,932	94,621,798	48.9%
102	1,097	135,406,607	30,098,627	149,615,951	70.1%
103	452	55,859,618	12,416,660	60,351,436	45.9%
104	220	27,221,257	6,050,831	28,628,201	45.4%
105	543	67,010,252	14,895,260	72,805,637	52.0%
106	644	79,540,803	17,680,592	85,782,006	49.9%
107	524	64,722,707	14,386,777	69,505,794	43.4%
108	138	17,075,339	3,795,563	18,160,545	46.5%
109	144	17,821,340	3,961,386	18,996,931	45.0%
110	301	37,212,870	8,271,799	39,645,222	42.9%
111	234	28,931,136	6,430,908	31,103,852	36.1%
112	481	59,365,410	13,195,939	63,629,589	73.1%
113	329	40,649,591	9,035,725	43,922,850	76.9%
114	1,026	126,716,335	28,166,925	146,313,460	71.6%

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

V-2 Significantly Higher Property Taxes if No Volunteer Fire Departments:
New York State Assembly Districts 2022

Assembly District	Additional Active Career FFs Required	Additional Pay and Benefits	All Other Annual Operating & Debt Costs	Total Additional Annual Cost less Available Fire Funding	Average Increase in Existing Property Tax
115	915	113,018,890	25,122,212	131,411,012	105.3%
116	540	66,684,866	14,822,932	75,273,779	85.9%
117	1,072	132,332,825	29,415,377	154,283,874	91.4%
118	987	121,835,257	27,081,943	144,071,641	80.3%
119	154	19,051,713	4,234,878	22,444,097	89.0%
120	481	59,431,952	13,210,730	68,167,517	54.4%
121	752	92,874,382	20,644,424	104,603,799	56.7%
122	552	68,157,050	15,150,174	78,615,373	78.7%
123	126	15,518,566	3,449,518	18,414,102	45.0%
124	429	53,002,074	11,781,476	55,766,618	47.2%
125	505	62,398,050	13,870,044	67,535,955	45.6%
126	675	83,332,425	18,523,406	92,838,662	52.9%
127	427	52,742,031	11,723,673	58,567,187	54.2%
128	281	34,723,731	7,718,505	38,588,913	54.0%
129	108	13,306,076	2,957,718	14,787,207	54.0%
130	379	46,749,942	10,391,731	50,266,631	39.7%
131	474	58,550,625	13,014,826	63,975,327	44.3%
132	554	68,352,393	15,193,595	75,689,862	50.4%
133	469	57,932,390	12,877,403	61,866,461	43.8%
134	175	21,626,309	4,807,167	15,701,066	9.0%
135	181	22,319,858	4,961,332	16,204,594	9.0%
136	82	10,169,588	2,260,530	7,383,293	9.0%
137	30	3,764,599	836,807	2,733,162	9.0%
138	128	15,797,596	3,511,542	11,469,322	9.0%
139	501	61,813,504	13,740,110	66,932,828	42.7%
140	218	26,916,759	5,983,146	30,607,494	40.0%
142	163	20,134,431	4,475,548	22,661,128	39.0%
143	251	30,945,540	6,878,677	34,828,938	39.0%
144	500	61,687,855	13,712,180	71,511,035	41.4%
145	261	32,199,069	7,157,315	37,760,399	42.8%
146	287	35,456,263	7,881,335	39,905,717	39.0%
147	951	117,408,696	26,097,992	132,921,391	43.4%
148	1,021	126,108,510	28,031,816	148,929,946	94.6%
149	153	18,833,711	4,186,419	21,197,179	39.0%
150	371	45,842,422	10,190,005	51,195,503	41.0%
Statewide	**31,058**	**$3,834,721,143**	**$852,394,464**	**$3,774,235,268**	**28.4%**

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

VI. Special Response Time Analysis

A. Importance of Rapid Response to Emergencies

The response rate is a critical component of fire protection as it directly impacts the safety of both firefighters and the general public. Firefighters must respond quickly and effectively to minimize property damage, prevent injury or death, and contain the spread of fire.

In emergency situations every second counts, and a prompt response can make a significant difference in the outcome. Delayed response times increase the risk of property damage and injury and can also exacerbate the spread of fire. Slow response times may also result in critical resources being diverted from other emergency situations, putting other people's lives and properties at risk. If resources are not deployed quickly and efficiently, a fire can quickly spiral out of control, increasing the risk of property damage, injuries, and fatalities.

The response rate is also critical in identifying and addressing the root causes of fires. A quick response can help identify and contain the source of the fire before it can spread, allowing firefighters to investigate the cause and develop strategies to prevent similar incidents in the future.

Response time is influenced by several factors, such as the distance between the fire station and the emergency location, the time it takes for the alarm to be noticed and the equipment to be dispatched, and the type of firefighting department, be it volunteer or paid.

Paid firefighters typically have an advantage in response time because they are stationed at the firehouse 24/7, ready to respond immediately. In contrast, volunteer firefighters may be located in more rural or less dense suburban areas, with longer distances between the fire station and the emergency location. NFPA standards for response time have been developed for both career and volunteer departments.

The National Fire Protection Association (NFPA) provides a benchmark for measuring response times. NFPA 1710 standards for career units and NFPA 1720 for volunteer units include criteria such as fire recognition and notification time, firefighter turn out time, and firefighter response time. For paid firefighters, NFPA 1710 stipulates a firefighter turnout time of 80 seconds and an arrival time of four minutes, making a total of 5.3 minutes from the moment the fire station receives notification until the first unit arrives at the emergency location.

For volunteer departments, there is no standard for turnout because volunteers generally respond from their homes or workplaces and may travel to their station or go directly to the location of the emergency. NFPA 1720's response time between firefighters and equipment leaving the station to arrive on scene varies based on the population and distance in the area protected. The standard volunteer response time is 9 minutes for high-density areas but increases to 14 minutes in low-density areas or when the travel distance is eight miles or more.

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

NFPA 1720 standards are promulgated for four classifications: urban, suburban, rural and remote areas:

Urban area (more than 1,000 persons per sq. mile): 15 firefighters respond in 9 minutes 90% of the time

Suburban area (500-1,000 persons per sq. mile): 10 FFs to respond in 10 minutes 80% of the time

Rural area (less than 500 people per sq. mile): 6 FFs to respond in 14 minutes 80% of the time

Remote area (8 miles or more to fire): 4 FFs to respond in (depends on distance) 90% of the time

FEMA established the Staffing for Adequate Fire and Emergency Response Program (SAFER) for both career and volunteer departments. As stated by FEMA, "SAFER grants intend to improve or restore local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies."

The effectiveness of the SAFER grants in reducing response times can be measured by directly analyzing incident reports filed with the state. An increased number of volunteer firefighters would provide a larger pool of available responders to arrive at the scene of an emergency more quickly, as well as deploy supplementary apparatus from the fire station. Thus, SAFER grants aim to support activities to recruit and retain volunteer firefighters.

The success of SAFER grants might be evaluated by comparing response times, the number of responders, and types of equipment responding before and after the implementation of the grants. However, it can be challenging to obtain direct counts of volunteers let alone measuring the training they undergo, or how active they are in firefighting versus other activities of volunteer departments. There is no centralized repository of such data maintained by the government.

A more practical approach would be to measure response time directly from incident reports filed with the state. This would provide a clear indication of the effectiveness of SAFER grants in reducing response times, as well as help to identify any potential issues or areas for improvement. By utilizing incident reports, the impact of SAFER grants can provide valuable feedback that can be used to make data-driven decisions regarding future funding and program implementation.

B. Response Time Analysis for 2021 in New York

The New York State Office Homeland Security provided data for this analysis, including approximately several million incident reports from over 1,500 fire departments across the state for 2021 and 2013. The data were collected from the New York State Fire Incident Reporting System which conforms with the National Fire Incident Reporting System (NFIRS). The file includes identifying information for fire departments as well as incident details such as the type of incident, dispatch time, and time of arrival for the first unit at the scene. Incidents in New York City are excluded from the analysis.

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

The database is comprehensive and covers incidents from over 90% of fire departments, making it a reliable source of information. Figure VI-1 summarizes 866,952 incidents reported in 2021 by fire departments outside of New York City. Most incidents, 508,477, occurred in high-density urban areas, as expected. Rural areas had the next largest number of incidents, totaling 259,418 in 2021. While there are differences in the total counts among urban, suburban, rural, and remote areas, the distribution of incident types is relatively similar. Most incidents involve medical and other rescues (58.8%), and false alarms and "good intention" calls are also common (22.1%), requiring a full response despite no real need for firefighting or medical equipment.

While firefighting incidents make up only about 4.7% of all incidents, they typically require a more significant response due to their severe and dangerous nature, such as rescuing multiple people from a burning structure using significant apparatus and equipment.

Figure VI-1

INCIDENTS REPORTED BY NY FIRE DEPARTMENTS 2021

Number of Incidents	Fire Department Classification				
	Urban	Suburban	Rural	Remote	Total
Fire	**19,471**	**4,100**	**17,180**	**358**	**41,109**
Medical and Other Rescues	298,816	59,125	149,914	1,966	509,821
Explosions/Spills (no fire)	29,302	5,135	18,892	379	53,708
False Alarms/Good Intent	124,582	19,884	46,361	374	191,201
Service Call	33,107	6,962	23,523	211	63,803
Other	3,199	482	3,548	81	7,310
Total	**508,477**	**95,688**	**259,418**	**3,369**	**866,952**

Percent of Incidents					
	Urban	Suburban	Rural	Remote	Total
Fire	**3.8%**	**4.3%**	**6.6%**	**10.6%**	**4.7%**
Medical and Other Rescues	58.8%	61.8%	57.8%	58.4%	58.8%
Explosions/Spills (no fire)	5.8%	5.4%	7.3%	11.2%	6.2%
False Alarms/Good Intentions	24.5%	20.8%	17.9%	11.1%	22.1%
Service Call	6.5%	7.3%	9.1%	6.3%	7.4%
Other	0.6%	0.5%	1.4%	2.4%	0.8%
Total	**100%**	**100%**	**100%**	**100%**	**100%**

Includes All fire departments reporting categorized incidents in 2021 (2020 for Buffalo)

Excludes NYC

To investigate the effectiveness of SAFER grants in promoting volunteer firefighter recruitment and retention, we analyzed changes in response times from the universe of incidents in 2013 and in 2021. As will be shown later in this report, response time decreases as the number of volunteers increases, other things equal. This does not isolate the impact of SAFER grants; however it is indicative of their impact if we assume departments not receiving grants remained relatively constant in their experience. Then, an improvement in the total response data would suggest a positive change associated with the grants.

Figure VI-2 compares the average response time of volunteer departments in urban, suburban, and rural areas for 2013 and 2021, excluding remote areas due to the lack of specific response time standards. The comparison was conducted by ranking all volunteer

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

departments based on their response time in 2013 and dividing them into three categories: the third with the shortest, the third with the longest, and the middle third. These departments were then matched with their response times in 2021, with a total of 254 urban, 124 suburban, and 852 rural departments included in the analysis.

The results in Figure VI-2 show that both the best and middle-performing groups in 2013 had increased their average response time in 2021 across all areas. The fastest urban departments went from an average of 3.94 minutes in 2013 to 5.47 minutes in 2021. Suburban departments increased from 5.17 to 7.79 minutes, and rural departments went from 6.89 to 9.97 minutes. However, the slowest-performing groups in 2013 reduced their response times, moving from 9.41 to 7.99 minutes in urban areas, from 12.23 to 10.87 minutes in suburban areas, and from 15.01 to 14.29 minutes in rural areas.

It is important to acknowledge that the year 2021 was heavily impacted by the COVID-19 pandemic, which likely influenced the response times of volunteer fire departments. Conversations with fire departments indicate that many had policies in place that prohibited high-risk volunteers from responding to emergencies, and volunteers themselves may have altered their behavior as the pandemic evolved. Therefore, it may not be appropriate to draw any conclusions about the effectiveness of SAFER grants based on the data from this unusual period as compared with other time periods.

Figure VI-2

Volunteer Departments Change in Response Time

Fire Incidents Only - 2013 and 2021

Average Response in Minutes

	Fire Department Classification					
	Urban (254 Depts)		Suburban (124 Depts)		Rural (852 Depts)	
2013 Response Times	2013 Avg Response	2021 Avg Response	2013 Avg Response	2021 Avg Response	2013 Avg Response	2021 Avg Response
Shortest Third	3.94	5.47	5.17	7.79	6.89	9.97
Middle Third	5.98	6.94	8.10	8.98	10.55	12.17
Longest Third	9.41	7.99	12.23	10.87	15.01	14.29

If it is not reliable to compare responses between 2013 and 2021 is it possible at least to determine if in 2021 NFPA standards are being met? Figure VI-3 presents a table that does exactly that by calculating the percentage of fires in urban, suburban, rural, and remote areas that met the response time standard. The data is from the reported fires and includes incidents in which the standard was met and those in which it was not met.

In urban areas, the standard of responding to 90% of fires in 9 minutes or less was met 89.7% of the time. In suburban areas, the standard of responding to 80% of fires in 10 minutes or

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

less was met 74.2% of the time. In rural areas, the standard of responding to 80% of fires in 14 minutes or less was met 73.2% of the time. However, in remote areas, where the NFPA standard is based on an 8-mile or greater distance to a fire, there is no specific response time given. The data show the average response time for all fires was 13.6 minutes. For 90% of fires the response time was 26 minutes or less. For 80% of fires it was 20.1 minutes or less, and for 70% of fires it was 16.3 minutes or less. It is important to note that the data does not address the minimum four firefighter requirement, but rather the overall response time.

Figure VI-3

Effectiveness at Meeting Response Standards: 2021

	Fire Department Classification			
	Urban	Suburban	Rural	Remote
Number of Fires	18,968	3,820	16,685	347
Fire Departments Reporting	322	137	932	44
Average response time	5.6	8.7	11.4	
Median Response time	5.0	6.0	7.0	
	9 min or less, 90% of fires	10 min or less, 80% of fires	14 min or less, 80% of fires	Depends on distance
Fires meeting standard or better	17,023	2,834	12,217	see below
Percent of Fires	89.7%	74.2%	73.2%	see below

Remote Areas			
	Number of Fires	Percent of Fires	Response Time (mins.)
Average Response Time of All Fires	347	100%	Average 13.6
Response Time for 90% of Fires	312	90%	Within 26.0
Response Time for 80% of Fires	278	80%	Within 20.1
Response Time for 70% of Fires	243	70%	Within 16.3

The capacity of volunteer fire departments to ensure adequate fire protection coverage heavily relies on the availability of individuals who are willing and able to volunteer as firefighters. The number of volunteers in a department significantly determines its ability to provide firefighting resources and respond to various types of other emergencies. The table below, Figure VI-4, offers a glimpse of the correlation between the number of available volunteers and a department's response time to fire incidents. Simply stated, the response time to a fire emergency is directly related to the pool of volunteers available to respond, other things equal.

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

This analysis focuses on the pool of volunteers available in each department, although we recognize that other variables impact response time and include population density, geography, and land development patterns, which may vary significantly even within the same protection area. Nonetheless, the data suggests a clear pattern that a greater number of volunteers reduces a department's response time to fire calls.

To conduct the analysis, fire departments were divided into three categories based on their pool of firefighters: one third with the highest number of firefighters, one third with the lowest number, and the middle third. These categories were further classified into urban, suburban, and rural departments. See Figure VI-4.

For the 259 urban departments examined, those with an average of 157 firefighters had an average response time of 5.8 minutes. This increased to 6.4 minutes for departments averaging 75 firefighters and further increased to 8.3 minutes for the smallest departments averaging 43 firefighters. Similar results were found for suburban departments, where the response time increased from 8.1 minutes to 9.9 minutes as the average number of firefighters in the department decreased from 86 to 27.

In rural areas, the largest departments had an average of 66 firefighters and had a mean response time of 10.9 minutes. In contrast, the smallest departments, averaging 24 firefighters, had a mean response time of 12.9 minutes. For all categories, the more firefighters available the shorter the response time.

Figure VI-4

Volunteer Department Staffing and Response Time

Average Response in Minutes
Fire Incidents Only - 2021

	Fire Department Classification					
	Urban (259 Depts)		Suburban (126 Depts)		Rural (869 Depts)	
Number Firefighters*	Avg FF Per Dept	Avg Response Time	Avg FF Per Dept	Avg Response Time	Avg FF Per Dept	Avg Response Time
Highest Third Depts.	157	5.8	86	8.1	66	10.9
Middle Third	75	6.4	44	9.8	38	12.6
Lowest Third	43	8.3	27	9.9	24	12.9

* Number of firefighters based on NFIRS New York Registry file

Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

The Firefighters Association of the State of New York (FASNY) is one of the nation's premier fire service organizations, representing the interests of volunteer firefighters and EMS personnel. The organization was founded in 1872 and is headquartered in Albany, New York. FASNY also operates the Firefighter's Home (a skilled nursing facility for volunteer firefighters) and maintains the FASNY Museum of Firefighting on a 125-acre campus located in Hudson, New York.

MISSION:

To maintain, support and serve the volunteer fire service of New York, its firefighters, and to promote and protect the public they protect through education, legislation, communication, recruitment and retention, recognition and community service. To provide a haven at the FASNY Firefighter's Home for our volunteer firefighters. The mission will be accomplished by:

- Building camaraderie among the members and forming positive partnerships with related organizations;
- Representing the interests of the volunteer Fire and EMS organizations at the local, state and federal levels;
- Promoting the interests of sectional organizations at all levels;
- Promoting health and wellness, as well as fire safety initiatives, and providing education and training for the volunteer Fire and EMS organizations;
- Providing representation on state and national standards setting committees and projects;
- Gathering information from and disseminating information to the volunteer Fire and EMS organizations through printed, web and social media.

VISION:

Our Vision is:

- To be the resource organization for legislative, regulatory and standards making bodies;
- To be the premier resource for the volunteer fire service for recruitment education and retention of the volunteer Fire and EMS personnel;
- To be a resource for health and wellness as well as fire safety education initiatives.

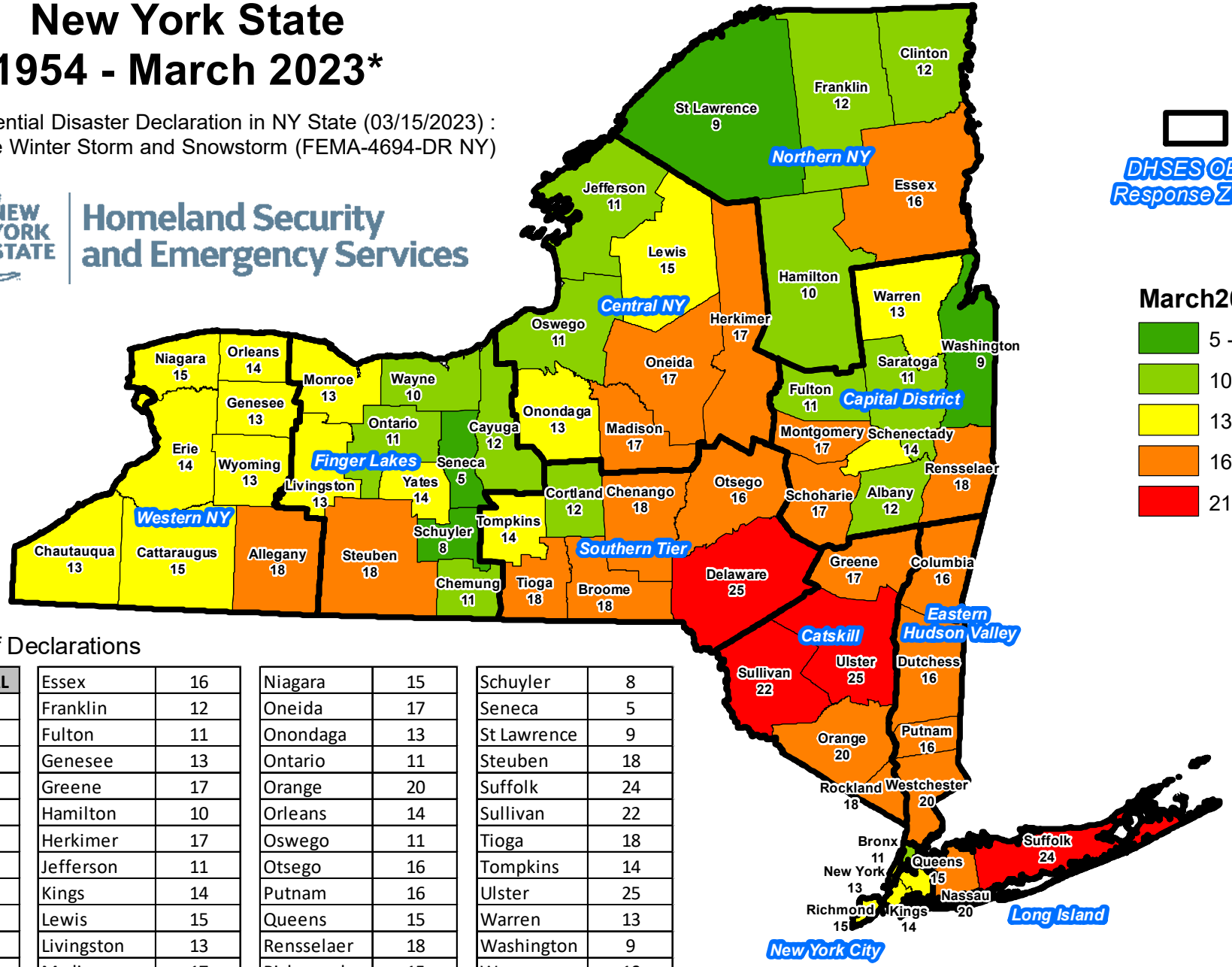
Attachment: FASNY Economic Study 2023 (11384 : DOERC Report)

EDUCATING
FIREFIGHTERS ASSOCIATION OF THE STATE OF NEW YORK
ORG. 1872
INFORMING
TRAINING
SINCE 1872

Presidential Disaster Declarations
New York State
1954 - March 2023*

*Last Presidential Disaster Declaration in NY State (03/15/2023) :
New York Severe Winter Storm and Snowstorm (FEMA-4694-DR NY)

NEW YORK STATE | Homeland Security and Emergency Services



DHSES OEM Response Zones

March2023

- 5 - 9
- 10 - 12
- 13 - 15
- 16 - 20
- 21 - 25

Attachment: NYS - PDD Map 1954 to March 2023 (11384 : DOERC Report)

Total Number of Declarations

COUNTY	TOTAL
Albany	12
Allegany	18
Bronx	11
Broome	18
Cattaraugus	15
Cayuga	12
Chautauqua	13
Chemung	11
Chenango	18
Clinton	12
Columbia	16
Cortland	12
Delaware	25
Dutchess	16
Erie	14
Essex	16
Franklin	12
Fulton	11
Genesee	13
Greene	17
Hamilton	10
Herkimer	17
Jefferson	11
Kings	14
Lewis	15
Livingston	13
Madison	17
Monroe	13
Montgomery	17
Nassau	20
New York	13
Niagara	15
Oneida	17
Onondaga	13
Ontario	11
Orange	20
Orleans	14
Oswego	11
Otsego	16
Putnam	16
Queens	15
Rensselaer	18
Richmond	15
Rockland	18
Saratoga	11
Schenectady	14
Schoharie	17
Schuyler	8
Seneca	5
St Lawrence	9
Steuben	18
Suffolk	24
Sullivan	22
Tioga	18
Tompkins	14
Ulster	25
Warren	13
Washington	9
Wayne	10
Westchester	20
Wyoming	13
Yates	14

04/01/23 DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION 4402
08:14 Total CAD Calls Received, by Nature of Call Page: 1

Nature of Call	Total Calls Received	% of Total
911 HANG UP	201	2.55
911 NOT DISPATCHED	152	1.93
911 OPEN LINE	90	1.14
ABDOMINAL PAIN	7	0.09
ABDOMINAL PAIN II	6	0.08
ADMINISTRATIVE	182	2.30
AIRCRAFT INCIDENT	1	0.01
POLICE ALARM	73	0.92
ALCOHOL OFFENSE	15	0.19
ALLERGIC REACTION	1	0.01
ANIMAL PROBLEM	100	1.27
ARREST VI	3	0.04
ARREXT X	9	0.11
ASSAULT	6	0.08
ASSIST	351	4.45
ATTEMPT TO LOCATE	35	0.44
FIRE ALARM	80	1.01
BACK PAIN II	7	0.09
BAR CHECK	21	0.27
TROUBLE BREATHING	45	0.57
TROUBLE BREATHING III	3	0.04
GRASS/BRUSH FIRE	1	0.01
BURGLARY	19	0.24
CARBON MONOXIDE	10	0.13
CHEST PAIN	29	0.37
CHEST PAIN II	2	0.03
CHIMNEY FIRE	1	0.01
CHOKING	1	0.01
CITY CODE VIOLATION	3	0.04
CIVIL ONLY	177	2.24
CRIMINAL MISCHIEF	19	0.24
SPECIAL DETAIL	50	0.63
DIABETIC PROBLEM	7	0.09
DIABETIC PROBLEM II	1	0.01
DIABETIC PROBLEM III	1	0.01
DISORDERLY CONDUCT	60	0.76
DISTURBANCE	90	1.14
DOMESTIC	70	0.89
DRUG INVESTIGATION	25	0.32
DSS ASSIST/HOME VISIT	18	0.23
DSS NOTIFICATION	50	0.63
ILLEGAL DUMPING	2	0.03
EMERGENCY BUTTON ACTIVATION	3	0.04
EMOTIONALLY DISTURBED PERSON	69	0.87
EMS	7	0.09
EQUIPMENT PROBLEM	8	0.10
FALL	2	0.03
FALL II	82	1.04
FIELD INVESTIGATION	61	0.77
FOLLOW UP INVESTIGATION/ACTIO	498	6.31
FOUND PROPERTY	36	0.46
FRAUD	42	0.53
HARASSMENT	122	1.55
HAZARDOUS CONDITION	15	0.19
HEADACHE	1	0.01

Attachment: March 2023 cad calls (11384 : DOERC Report)

Nature of Call	Total Calls Received	% of Total
HEADACHE II	1	0.01
HEART	7	0.09
HEART II	1	0.01
HEMORRHAGE	1	0.01
HEMORRHAGE II	10	0.13
INFORMATION	10	0.13
INVESTIGATION	64	0.81
JAIL INVESTIGATION	3	0.04
JUVENILE PROBLEM	31	0.39
LARCENY	75	0.95
LIFTING ASSISTANCE	11	0.14
LOST PROPERTY	37	0.47
MISSING PERSON	10	0.13
NOISE COMPLAINT	38	0.48
NOTIFICATION	43	0.54
OVERDOSE/POISONING II	1	0.01
OVERDOSE/POISONING III	6	0.08
OVERDOSE/POISONING V	2	0.03
OVERDOSE/POISONING VII	3	0.04
OVERDOSE/POISONING X	2	0.03
OPEN DOOR	8	0.10
COMMUNITY OUTREACH	101	1.28
PARKING COMPLAINT	60	0.76
PROPERTY DAMAGE MVA	204	2.58
PERSONAL INJURY MVA	34	0.43
PERSONAL INJURY MVA IX	1	0.01
PREGNANCY	2	0.03
PROCESSING	4	0.05
PROPERTY CHECK	1981	25.09
REPOSSESSION	13	0.16
SEIZURES	20	0.25
SEIZURES II	2	0.03
SEND	21	0.27
SERVICE CALL	30	0.38
SEX CRIME	11	0.14
SEX OFFENDER	15	0.19
SHOTS FIRED	7	0.09
SICK PERSON	24	0.30
SICK PERSON II	59	0.75
STOLEN VEHICLE	7	0.09
STROKE	12	0.15
STRUCTURE FIRE	9	0.11
SUSPICIOUS	83	1.05
TEST CALL	5	0.06
TRAFFIC PROBLEM	47	0.60
TRANSFER	7	0.09
TRANSPORT	155	1.96
TRAUMATIC	1	0.01
TRAUMATIC II	8	0.10
TREE DOWN	9	0.11
TRESPASSING	50	0.63
TRAFFIC STOP	1215	15.39
UNCONSCIOUS/FAINTING	29	0.37
UNCONSCIOUS/FAINTING II	5	0.06
UNKNOWN PROBLEM	23	0.29

Attachment: March 2023 cad calls (11384 : DOERC Report)

Nature of Call	Total Calls Received	% of Total
VEHICLE COMPLAINT	100	1.27
VEHICLE FIRE	4	0.05
WARRANT ARREST	24	0.30
WATER PROBLEM/PUMPING DETAIL	1	0.01
PERSON WITH A WEAPON	10	0.13
WELFARE CHECK	158	2.00
WIRES DOWN	11	0.14
Total Calls:	7896	

Report Includes:
All dates between `00:00:00 03/01/23` and `23:59:59 03/31/23`
All nature of incidents
All cities
All types
All priorities
All agencies

*** End of Report /tmp/rptAcos2X-rpcdtccr.r1_3 ***

Attachment: March 2023 cad calls (11384 : DOERC Report)

04/01/23 DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION 4402
08:12 CAD Calls by Day and Time Page: 1

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
00:00-00:59	22	33	55	48	55	62	53	328
01:00-01:59	43	48	55	81	74	72	70	443
02:00-02:59	38	41	42	56	62	40	41	320
03:00-03:59	25	25	42	35	47	37	39	250
04:00-04:59	36	21	40	29	45	41	38	250
05:00-05:59	34	16	34	28	24	23	26	185
06:00-06:59	14	17	22	23	31	17	22	146
07:00-07:59	22	26	41	34	37	13	16	189
08:00-08:59	43	42	51	44	51	30	25	286
09:00-09:59	68	58	78	75	71	34	38	422
10:00-10:59	65	74	60	76	84	33	36	428
11:00-11:59	42	52	67	68	71	29	45	374
12:00-12:59	43	51	75	68	53	45	45	380
13:00-13:59	64	45	68	68	61	47	37	390
14:00-14:59	56	53	72	61	81	45	38	406
15:00-15:59	63	44	49	65	57	46	34	358
16:00-16:59	44	55	62	58	75	57	35	386
17:00-17:59	66	53	73	69	69	51	37	418
18:00-18:59	52	49	66	56	51	34	48	356
19:00-19:59	32	54	61	57	69	55	39	367
20:00-20:59	25	34	58	67	58	55	34	331
21:00-21:59	25	45	52	57	66	57	36	338
22:00-22:59	22	37	40	39	49	46	34	267
23:00-23:59	36	35	35	36	60	50	26	278
Total by Day	980	1008	1298	1298	1401	1019	892	7896

Report Includes:
All reported dates between `00:00:00 03/01/23` and `23:59:59 03/31/23`
All nature of incidents
All respond to addresses
All respond to cities
All agencies

*** End of Report /tmp/rpt9SEgEe-rpcdccdt.r1_1 ***

Attachment: cad calls by time of day March 2023 (11384 : DOERC Report)

April 2023

911

- Staffing issues
  - 3 current openings
  - 1 in training (not available for shifts yet)
- Vesta telephone refresh – Scheduled for July 2023 – kick off meeting held 03/22/2023
- Vesta telephone maintenance still under Frontier till changeover
- Radio system maintenance contract renewal will be re-negotiated in 2023
  - Most likely will be included in recent grant award
- Union contract will be re-negotiated in 2023
- Hosted a CNY meeting in regards to the future design of radio systems in CNY. 10 counties attended
- 911 systems across NYS were cyber attacked, last week of March 2023
- Swatting calls falsely reports school shootings across NYS
- Auto discovery recordings work continues

Emergency Management

- Recertified as a NYS emergency manager in Syracuse in February
- Working with County Administration on County employee emergency notification program
- Working with County Administration on Crisis response team and on bringing County Department heads training current.
- Emergency Management training was conducted in February for Department heads

Fire Service

- County breathing air compressor moved the Marathon Fire Department
- Using NYS State fire for Fire investigations
- Still supporting repairs to radios under grant funding

Conferences – trainings

- None in the next month

Grants Awarded

- 2023 SHSP - $51,215 Detective canine, data access fees, tactical LE equipment
- 2023 EMPG - $23,603 Partial salary – Deputy Director
- 2022 PSAP - $197,805 Operational costs related to 911
- 2022 SICG – $1,572,808 22 West Court Street; PM on the radio system
- 2022 DVT - $172,413 Combating Domestic Terrorism
- 2023 SICG targeted - $5,000,000 Radio system enhancements

Attachment: DOERC March 2023 (11384 : DOERC Report)

22 West Court Street

Architect: King & King, Syracuse NY

April 2023

Updates

- Phase 4 interior construction
  - Construction has started with bi-weekly meetings
  - All trades on site and actively engaged
- IT - Fiber Optic connection, Syracuse Utilities engaged, Celerity engaged
- RFP out for IT equipment
- Vendor is being for networking design
- Motorola engaged for network work for radio system
- Generator arrival September 2023
- Additional exterior camera system equipment ordered
- Estimates received from state contractors for access control system
- Phase 5 bidding to be done in the next two months – site work to retaining wall, parking lot, sidewalks, drainage

Work completed

- Phase 1 - Interior demolition
- Phase 2 - Roof replacement
- Phase 3 - Window replacement

Future Work

- Phase 5 exterior site work – told architects to progress with bidding work
- Phase 6 site/security improvements

Attachment: 22 West Court - April 2023 (11384 : DOERC Report)

Cortland County Coroner

2023 Death Report

January 8 - Deaths 2 - Autopsies	**February** 8-Deaths 3-Autopsies	**March** Deaths 9 Autopsies 2
April Deaths Autopsies	**May** Deaths Autopsies	**June** Deaths Autopsies
July Deaths Autopsies	**August** Deaths Autopsies	**September** Deaths Autopsies
October Deaths Autopsies	**November** Deaths Autopsies	**December** Deaths Autopsies

Attachment: 2023 Death Report - March (11425 : Coroner Monthly Report)

2023 DA Statistics

	Jan 2022	Jan 2023	Feb 2022	Feb 2023	Mar 2022	Mar 2023	Apr 2022	Apr 2023	May 2022	May 2023	June 2022	June 2023
Fel-County & City	15	33	24	29	25	21	25		26		29	
Misd City	23	26	20	35	26	32	21		30		42	
Misd County	43	32	36	36	29	31	37		46		43	
Violations City	9	4	4	5	6	16	12		8		5	
Violations County	3	2	5	0	1	1	1		2		1	
Sealed Indictments	0	0	0	0	4	0	0		0		1	
TOTALS:	93	97	89	105	91	101	96		112		121	
Vehicle and Traffic	277	255	240	327	293	293	225		260		297	
DWI's	13	13	13	15	20	12	14		15		14	
	July 2022	July 2023	Aug 2022	Aug 2023	Sep 2022	Sep 2023	Oct 2022	Oct 2023	Nov 2022	Nov 2023	Dec 2022	Dec 2023
Fel-County & City	24		26		13		28		**37**		22	
Misd City	17		26		20		41		**28**		32	
Misd County	50		33		31		42		**60**		35	
Violations City	8		14		16		15		**12**		8	
Violations County	5		6		10		4		**3**		2	
Sealed Indictments			0		0		0		**0**		0	
TOTALS:	104		105		90		130		140		99	
Vehicle and Traffic	260		272		338		246		**339**		234	
DWI's	15		12		6		4		**20**		3	

Attachment: 2023_MAR (11403 : District Attorney Statistics March 2023)

CORTLAND COUNTY PUBLIC DEFENDER
KEITH D. DAYTON

Chief Asst. Public Defender
Anita Ribeiro

Investigator
Michael J. Bidwell

Cortland County Office Building
60 Central Avenue
Cortland, New York 13045
(607) 753-5046
Fax (607) 753-0781
Service by Fax not accepted

Assistant Public Defenders
Kevin A. Jones
Kayla D. Hardesty
Keith R. Young
Melissa L. Ballowe Smith
Amanda S. Wadsworth
Frank B. Scibilia
BreAnna Avery

April 4, 2023

Kelly Preston, Chair
Judiciary & Public Safety Committee
Cortland County Office Building
Third Floor, 60 Central Avenue
Cortland, NY 13045

Re: Public Defender Office Update

Dear JPS Chair Preston:

1. Comparing the first quarter of 2023 to the first quarter of 2022, there is nothing noteworthy about the caseload numbers for our criminal caseload or our family court caseload.
2. So far in 2023, we were within our budget.
3. We continue to pursue and collect grant revenues.
4. We are currently fully staffed.

Thank you for your consideration and interest in our Department.

Very truly yours,

Keith D. Dayton
Public Defender

Attachment: JPS March 2023 (11409 : Public Defender Monthly Report)

Chart PD1 - Cases represented by Public Defender's Office (opened) **2023**

		Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Year-to-date
Family Court	2019	38	28	46										112
	2020	39	31	32										102
	2021	36	40	33										109
	2022	*17*	*24*	*32*										*73*
	2023	**37**	**39**	**13**										**89**
Felonies	2019	13	21	24										58
	2020	13	19	8										40
	2021	9	10	23										42
	2022	*14*	*7*	*11*										*32*
	2023	**10**	**15**	**5**										**30**
Misdemeanors	2019	58	54	66										178
	2020	34	32	28										94
	2021	32	36	52										120
	2022	*60*	*56*	*37*										*153*
	2023	**33**	**44**	**53**										**130**
Violations	2019	7	2	7										16
	2020	7	6	6										19
	2021	3	9	12										24
	2022	*9*	*10*	*3*										*22*
	2023	**2**	**3**	**7**										**12**
Arraignments/Advice Only	2019	10	10	11										31
	2020	8	10	7										25
	2021	17	15	17										49
	2022	*24*	*19*	*27*										*70*
	2023	**25**	**26**	***29***										**80**
Supreme Court Integrated Domestic Violence (IDV) or Matrimonial	2019	2	4	2										8
	2020	2	0	0										2
	2021	1	1	4										6
	2022	*0*	*3*	*0*										*3*
	2023	**0**	**0**	**0**										**0**
Parole	2019	9	1	4										14
	2020	6	4	8										18
	2021	2	2	4										8
	2022	*2*	*1*	*0*										*3*
	2023	**0**	**1**	**1**										**2**
Fugitive	2019	0	0	0										0
	2020	0	1	1										2
	2021	1	0	0										1
	2022	*0*	*0*	*0*										*0*
	2023	**0**	**0**	**0**										**0**
Appeal & Post-conviction Motion	2019	0	0	0										0
	2020	1	0	0										1
	2021	0	0	0										0
	2022	*0*	*0*	*0*										*0*
	2023	**0**	**0**	**0**										**0**
Total per month	2019	137	120	160										417
	2020	110	103	90										303
	2021	101	113	145										359
	2022	*126*	*120*	*110*										*356*
	2023	**107**	**128**	**108**										**343**
Total month-to-date	2019	137	257	417										
	2020	110	213	303										
	2021	101	214	359										
	2022	*126*	*246*	*356*										
	2023	**107**	**235**	**343**										
Average Cases per Month	2019	137	129	139										
	2020	110	106.5	101										
	2021	101	107	120										
	2022	*126*	*123*	*119*										
	2023	**107**	**118**	**114**										

Attachment: JPS March 2023 (11409 : Public Defender Monthly Report)

CORTLAND COUNTY ASSIGNED COUNSEL OFFICE

CORTLAND COUNTY OFFICE BUILDING, SUITE B27
60 CENTRAL AVENUE, CORTLAND NY 13045

STEPHANIE A. OLIVER
SECRETARY

MICHAEL R. CARDINALE
ADMINISTRATOR

CASEY K. NEVILLE
CASE MANAGER

JPS Meeting –March 2023 Report

DENIALS: 3 Financially ineligible
3 Type of case
0 Incomplete application

CONFLICT

Family Court:	74
Criminal:	
Felonies	15
Misdemeanors	44
Violations	3
Infractions	0
Appeals	0
Total	**136**

PUBLIC DEFENDER ASSIGNMENTS

Family Court	25
Criminal	
Felonies	5
Misdemeanors	32
Violations	1
Infractions	0
Appeals	0
Total	**63**

Total PD cases assigned: Assigned by AC- 63
Assigned by Courts: 95
158

Total Cases Assigned
136+158 = **294**

COUNSEL AT FIRST ARRAIGNMENT		
AFTER hours	**18B**	**PD**
March 2023	27	10
February 2023	13	6
January 2023	18	16
December 2022	24	23
November 2022	30	8
October 2022	41	10
September 2022	23	12
August 2022	29	11
NOT After hours		
March 2023	13	62
February 2023	28	53
January 2023	37	46
December 2022	21	30
November 2022	17	59
October 2022	19	50
September 2022	9	40
August 2022	9	52
July 2022	10	55

ILS Hurrell-Harring Grant Money
$57,021.06 received 3/19/20
$52,941.00 received 10/28/20
$160,282.95 received 07/14/22

Money Saved-Grant Paid

04/2021 $161.28	02/2022 $197.49	10/2022 $209.93
05/2021 $263.20	03/2022 $582.22	11/2022 $175.69
06/2021 $2432.00	04/2022 $200.07	12/2022 $2598.94
08/2021 $54.90	05/2022 $263.18	01/2023 $445.31
09/2021 $653.02	06/2022 $821.66	02/2023 $463.88
10/2021 $2078.57	07/2022 $629.50	03/2023 $5463.35
11/2021 $248.08	08/2022 $593.93	
12/2021 $797.10	09/2022 $1069.12	

PHONE: 607-428-5459
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CNEVILLE@CORTLAN

Attachment: JPS March 2023 (11404 : Assigned Counsel Monthly Report)

Cortland County Jail

Total Inmate Day Report

From Period 03/01/2023 Through 03/31/2023

All County/Non-County Inmates

Date	Male	Female	Total Days
03/01/2023	61	8	69
03/02/2023	63	10	73
03/03/2023	62	9	71
03/04/2023	59	9	68
03/05/2023	61	9	70
03/06/2023	63	9	72
03/07/2023	63	10	73
03/08/2023	60	9	69
03/09/2023	62	8	70
03/10/2023	62	8	70
03/11/2023	62	8	70
03/12/2023	63	7	70
03/13/2023	63	8	71
03/14/2023	62	7	69
03/15/2023	63	7	70
03/16/2023	62	7	69
03/17/2023	62	7	69
03/18/2023	62	8	70
03/19/2023	61	7	68
03/20/2023	62	7	69
03/21/2023	62	7	69
03/22/2023	63	7	70
03/23/2023	62	8	70
03/24/2023	62	7	69
03/25/2023	61	7	68
03/26/2023	62	7	69
03/27/2023	64	7	71
03/28/2023	64	5	69
03/29/2023	63	5	68
03/30/2023	65	5	70
03/31/2023	70	5	75
Totals	1,936 **Males**	232 **Females**	2,168 **Da**

Attachment: TotalInmateDayReport March 2023 (11401 : Total Inmate Count March 2023)