

THIS AGREEMENT made this _____ day of _____, 2009 by and

between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereafter the "County"),

acting by and through its Department of Social Services, Office of Workforce Investment (hereinafter the "Department"),

and

_____ (hereafter the "Employer") having an office and place of business at _____

WHEREAS, the Employer is a(n) Corporation doing business and providing employment in Westchester County; and

WHEREAS, the Employer is partnering with the Westchester/Putnam Workforce Investment Board (the "WPWIB") for assistance in providing subsidized employment for up to six (6) months; and

NOW, THEREFORE, for the mutual consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Employer shall provide up to subsidized employment for participants in accordance with New York State Temporary Assistance for Needy Families ("TANF") requirements and as detailed in the Scope of Services attached hereto and made a part hereof as Schedule "A" (hereinafter the "Work").

The Employer agrees that this Agreement shall not impair any existing collective bargaining agreement. The Employer also agrees that the participants will not replace employees of the Employer who are not employed because of a labor dispute. The Employer further agrees to notify the County if a labor dispute occurs during the term of this Agreement.

The Employer agrees that the participants shall not be terminated without prior notice and reasonable opportunity for correction or improvement of performance. The Employer also agrees that it will immediately notify the County if a participant has an attendance or disciplinary

problem or has demonstrated an inability to perform in accordance with the training outline contained in this Agreement.

The Employer agrees to provide the participants the right of access to the Employer's grievance process and if covered by collective bargaining, the applicable collective bargaining grievance process. The Employer also agrees that participants shall have the right, after having been heard through the Employer's grievance process, to appeal its' ruling to the County, and ultimately, to the State of New York. The Employer further agrees that no penalties shall be assessed against a participant based upon the filing of a grievance.

In the event of an appeal from a decision by the Employer regarding a participant and based upon the Employer's grievance procedure, the Employer agrees to comply with the decision of the Commissioner of the Westchester County Department of Social Services or his duly authorized designee (the "Commissioner") or ultimately with the decision of the State of New York. The decision of the State for the determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this provision, the Employer shall be afforded notice and opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of a dispute hereunder, the Employer shall proceed diligently with the performance of the Contract in accordance with the County's or State's decision

During the term of the Agreement, the Employer shall issue progress reports to the County as the Commissioner may direct and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

SECOND: The work to be performed pursuant to the terms of this Agreement shall commence on _____ and shall be completed no later than **September 30, 2010**, except as may be terminated sooner as herein provided.

THIRD: In consideration for the subsidized employment services described in Paragraph "FIRST" above, the County shall reimburse the Employer up to **EIGHT (\$8.00) DOLLARS** per hour of the base salary of the subsidized employment, for a total amount not-to-exceed _____ (\$ _____) **DOLLARS**, as more fully described in the budget set forth in Schedule "A".

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Employer for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment, shall be submitted by the Employer on properly executed payment vouchers of the County and paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Employer prior to completion of all Work and the approval of same by the Commissioner.

FOURTH: The Employer shall, at no additional charge, furnish all labor, services, materials, goods, equipment and any other things necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Employer exceed the not-to-exceed amount set forth above.

FIFTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Employer as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Employer fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The Employer further agrees to furnish all reports and materials necessary to permit the County to fulfill its reporting requirement to state and federal authorities. Unless the County, state or federal authorities shall advise the Employer in writing to the contrary, the Employer shall retain all financial records and work papers for a period of six (6) years after the expiration or termination of this Agreement.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of TANF funds from the New York

State Office of Temporary and Disability Assistance (“NYSOTDA”) to operate this program and the amount of funds to be advanced by the County for later reimbursement.

If, for any reason, the full amount of said TANF funds is not paid over or made available to the County, the County may terminate this Agreement immediately or reduce the amount payable to the Employer, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Employer. If the County subsequently offers to pay a reduced amount to the Employer, then the Employer shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Employer, then the Employer shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the

County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Employer, then the Employer shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: (a) The County, upon ten (10) days notice to the Employer, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Employer shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

In the event of a dispute as to the value of the services rendered by the Employer prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such services rendered by the Employer. The Employer shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Employer of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Employer of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Employer. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Employer, repeated breaches by the Employer of any particular duty or obligation under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

EIGHTH: The Employer agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Employer agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Employer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the

performance or failure to perform hereunder by the Employer or third parties under the direction or control of the Employer; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

NINTH: The Employer represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Employer independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

TENTH: The Employer shall comply with all Federal and State laws relating to discrimination, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended. In addition, the Employer expressly agrees that neither it nor any Employer, subemployer, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Employer acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

ELEVENTH: The Employer shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Employer as an employer of labor. The Employer shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subemployers and others employed to render the services hereunder.

Without limiting any of the foregoing, the Employer shall, specifically, comply with all applicable provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”) and shall provide all access, information, and assistance necessary for the County and/or the State to comply with applicable provisions of ARRA, including, but not limited to,

any reporting, audit, or inspection requirements, and the requirements described in Schedule “K”, which is attached hereto and made a part hereof.

TWELFTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule “C” is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Employer agrees to complete the questionnaire attached hereto as Schedule “C”, as part of this Agreement.

THIRTEENTH: All records or recorded data of any kind compiled by the Employer in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Employer may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Employer are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Employer hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Employer agrees to assist the County, if required, in perfecting these rights. The Employer shall provide the County with at least one copy of each deliverable.

The Employer agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Employer agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

FOURTEENTH: The Employer shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Employer shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subemployers are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Employer that for the purposes of this Agreement, all Work performed by a County-approved subemployer shall be deemed Work performed by the Employer and the Employer shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

All subcontracts for the Work shall expressly reference the subemployer's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Employer. The Employer shall obtain a written acknowledgement from the owner and/or chief executive of subemployer or his/her duly authorized representative that the subemployer has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Employer shall include provisions in its subcontracts designed to ensure that the Employer and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subemployer necessary to review the subemployer's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Employer shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Employer or his/her duly authorized representative certifying that each and every approved subemployer is in compliance with the material terms and conditions of the Agreement. All work performed by a County approved subemployer shall be deemed work performed by the Employer.

FIFTEENTH: The Employer and the County agree that the Employer and its officers, employees, agents, Employers, subemployers and/or consultants are independent Employers and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent Employers, the Employer covenants and agrees that neither the Employer nor any of its officers, employees, agents, Employers, subemployers and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

SIXTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or

relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

SEVENTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the respective addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner of Social Services
112 E. Post Road
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building
148 Martine Avenue Room 600
White Plains, New York 10601

To the Employer:

EIGHTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

NINETEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

TWENTIETH: The Employer recognizes that this Agreement does not grant the Employer the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other employers on an “as needed” basis.

TWENTY-FIRST: The Employer hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTY-SECOND: The Employer shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Employer shall also use all reasonable means to avoid any appearance of impropriety.

The Employer agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Employer further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Employer represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Employer to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Employer) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

Attached hereto and forming a part hereof as Schedule “D” is a questionnaire entitled “Required Disclosure of Relationships to County.” The Employer agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Employer agrees to notify County in writing within ten (10) business days of such event.

The Employer shall also have each approved subemployer complete this questionnaire and shall advise the subemployer of the duty to report any changes to the information contained therein to the Employer within ten (10) business days of such event and such information shall be forwarded by the Employer to the County.

TWENTY-THIRD: **VENDOR DIRECT PAYMENT:** All payments made by the County to the Employer will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct program. Vendors doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule “E”. Payments will be automatically credited to the Employer’s designated bank account at the Employer’s financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Employer to the Finance Department prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Employer that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

TWENTY-FOURTH: The Employer agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedules “F” through “F-5” which is hereby incorporated by reference.

TWENTY-FIFTH: Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule “G”. Therefore, the Employer agrees, as part of this Agreement, to complete the form attached hereto as Schedule “G”.

TWENTY-SIXTH: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Employer hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule “H” and which is made a part hereof. In addition, the Employer agrees to sign the certifications regarding Drug Free Workplace and Lobbying, attached hereto as Schedules “I” and “J”, and made a part hereof.

TWENTY-SEVENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-EIGHTH: (a) In accordance with 18 NYCRR 405.3(g)(14-16), the Employer’s procedures must ensure the protection of health history information related to an individual who has been diagnosed as having AIDS, an HIV infection or laboratory tests performed on an individual for HIV-related illness. The Employer’s staff to whom confidential HIV-related information is disclosed as a necessity for providing services must be fully informed of the penalties and fines for redisclosures in violation of State law and regulations. The Employer’s procedures shall provide that any disclosure of confidential HIV-related information be accompanied by a written statement as follows:

“This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making

any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

(b) Employer shall implement the following procedures for the purpose of safeguarding information and ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or an HIV-related illness of an HIV infection or laboratory tests performed on an individual for HIV-related illness:

- (1) Records containing individually identifiable information shall be marked “confidential” and kept in locked files or in rooms that are locked when the records are not in use.
- (2) When in use, records shall be maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the case record.
- (3) No records shall be taken from the place of business without prior authorization by appropriate supervisory staff in order to perform a function which requires the possession of the records outside of the agency and where return of the records to the agency at the close of business would result in an undue burden to the staff. In those cases where records are taken home by staff, the records are to be maintained in a secure location and are not to be disclosed to anyone other than those expressly authorized by statute or regulation. The records are to be returned to the agency by staff on the following business day.
- (4) Records shall be transmitted from one location to another in a sealed envelope stamped “confidential” and a receipt shall be obtained documenting delivery of said records.
- (5) Interviews with clients shall be conducted at a location and in a manner which maximizes privacy.
- (6) Employees of the New York State Department of Social Services, the local social services district or the other authorized agency, consistent with applicable statute and regulation, shall have access to individual identifiable information only where the employee’s specific job responsibilities cannot be accomplished without access to individual identifiable information.

TWENTY-NINTH: The Employer agrees that its buildings and surroundings pose no threat to the health, safety or welfare of participants. Such buildings and surroundings shall meet the standards set forth in rules and regulations of the Occupational Safety and Health Administration. The Employer shall comply with Federal and New York State Child Labor Laws

and shall not enroll individuals under 18 years of age in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age. The Employer shall also comply with all of the requirements of Title 21. U.S.C., Chapter 5, Subchapter 6 relating to fair employment practices, to the extent applicable.

THIRTIETH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the County of Westchester and the Employer have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Kevin P. Mahon
Commissioner of Social Services

By: _____
Name:
Title:

Authorized by the Westchester County Board of Acquisition & Contract at a meeting duly held on the ___ day of _____, 200_

Approved as to form
and manner of execution

Assistant County Attorney
County of Westchester

sk/b/dss/Transitional Jobs Contract Form/TransitionalJobsFormContract-103009.doc
con78531

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of the
(Title)

_____ a corporation duly organized and
(the "Employer")

in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Employer was, at the time of execution

(Title of such person)

of the Employer and that said agreement was duly signed for and on behalf of said Employer by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 200__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

Date:

SCHEDULE "A"

SCOPE OF WORK/BUDGET

PROGRAM DESIGN

The employer will participate in the Wage Subsidy program requiring the agency to:

1. Identify an open position(s) to be filled which must be
 - o Full-time / 35 hours per week
 - o Open position pays a minimum \$10 per hour
2. Release trainee with pay to participate in training at no more than 7 hours per week
3. Commit to pay the trainee at the same rate as paid during the wage subsidy period
4. Commit to hiring the trainee, after the probationary wage subsidy period, for a period equivalent to the wage subsidy period.
5. Submit evaluation/progress reports
6. Comply with all County and State regulations

Upon successful completion of the trainees subsidized training period, the employer will provide the trainee with continued long-term employment with wages, benefits, and working conditions equal to those provided to other employees who have worked a similar length of time doing the same type of work.

GOALS AND OBJECTIVES

The goal and objectives of this agreement is to provide financial resources needed to subsidize employment for trainee(s) that will enable the trainee(s) to develop the skills and proficiency needed to perform in their respective jobs and get promoted. The employer has agreed to consider the trainee(s) for future promotions.

The goals and objectives for this performance based contract will be monitored and tracked through the program staff and evaluation/progress reports that will indicate program success or failure based on the following measures:

1. Trainee(s) successfully completing the probationary period
2. Company hiring trainee(s) after the probationary period
3. Company retaining trainee for equivalent period equal to the wage subsidy period.

FISCAL REQUIREMENTS

The employer in return for the provision of the subsidized employment services provided, will submit a claim to the County for up to \$8 per hour per trainee of the cost of subsidized employment and will submit copies of their payroll register, cancelled checks for trainees wages paid in order to implement employment services.

The Employer will submit:

1. A claim for payment to the County on a monthly basis. Time and attendance/sign in sheets will be kept for all trainees and will be signed by both the employee/trainee and the supervisor. Attendance records and copies of payroll sheets will be provided to document claim for payment. Payment for wage subsidy will include only those hours that the trainee worked. The employer shall not claim hours for which the participant was absent, such as holidays (unless paid) or sick days.
2. Submit a performance evaluation for the trainee(s) at midpoint and at the conclusion of the probationary period.

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Employer)**

1. Prior to commencing work, the Employer shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Employer and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Employer shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Employer to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Employer to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Employer from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Employer concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Employer until such time as the Employer shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Employer shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) Employer's Professional Liability. The Employer shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Employer shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being

the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Employer.

SCHEDULE “C”

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN**

As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq. , or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- _____ No
- _____ Yes (as a business owned and controlled by persons of color)
- _____ Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise (“MBE”) or a women business enterprise (“WBE”)?

- _____ No
- _____ Yes (as a MBE)
- _____ Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply:

5. Are you certified with the Federal Government as a small disadvantaged business concern?

- _____ No
- _____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County Employer must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Employer:

(To be filled in by Employer)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Employer, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a county officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the county or otherwise. For the purpose of this chapter, a county officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the county;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and

iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an **interest** in the Employer or in any subemployer that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

Authorized Company Official shall sign below and type or print information below the signature line:

Signature

Print Name:

Title:

Date:

SCHEDULE "E"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

SCHEDULE "F"

EMPLOYER
CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following "Persons Subject to Disclosure" (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(a) Employers, Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Employer, Consultant, Contractor, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Subemployers, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

If any of the above mentioned Persons Subject to Disclosure has either one of the following:

(a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State);

(b) A pending criminal proceeding for a crime(s) as defined above; or

(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and

(b) If any of the Persons Subject to Disclosure providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Accordingly, the Employer is required to review these Instructions and complete Schedule “F-1” as well as any other applicable criminal disclosure forms (i.e., “Schedules F-2” through “F- 5,” together with “F-1,” collectively referred to as “Disclosure Forms”).

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Employer shall notify the Procuring Officer¹ in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Employer is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Employer and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

¹ “Procuring Officer” shall mean the head of the department or the individual(s) authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

If the Procuring Officer determines that the Employer is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Employer in writing, and the appropriate Disclosure Forms shall be required.

It shall be the Employer’s duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Employer to submit a completed Certification Form annexed hereto as Schedule “F-1,” which certifies that the Employer and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Employer or any Person Subject to Disclosure (also referred to as “Person”) affirmatively advise that they have been convicted of a crime said Person shall be identified in Schedule “F-2” and shall complete Schedule “F-3,” entitled, “Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime.”

Should the Employer or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Schedule “F-2” and shall complete the form annexed hereto as Schedule “F-4,” entitled, “Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges.”

Should the Employer or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed in Schedule “F-5.”

It shall be the duty of the Employer to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Employer to assure that all of their proposed Subemployers

complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Employer needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Employer.

The Employer shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.**

THE EMPLOYER HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY UPDATES TO THE COUNTY AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 1-2008.

Any failure by the Employer to comply with the disclosure requirements of Executive Order 1–2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County a material breach by the Employer and shall be grounds for immediate termination of this Agreement by the County.

Contract # _____
Name of Employer/Subemployer _____

SCHEDULE "F-1"

**EMPLOYER AND ALL PERSONS SUBJECT TO DISCLOSURE² CERTIFICATION
FORM**

IF THIS FORM IS COMPLETED BY A SUBEMPLOYER CHECK HERE³

I, _____,
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW)

_____ a principal of the Employer & authorized to execute this Certification Form;

_____ a representative of the Employer & authorized to execute this Certification Form;

(CHECK APPLICABLE RESPONSES FOR SECTIONS A AND B BELOW)

A. PRINCIPAL/REPRESENTATIVE/EMPLOYER DISCLOSURE

I am a principal or a representative of the Employer authorized to execute this Certification Form and based upon my own personal knowledge or having made all necessary efforts to obtain the facts my answers to the questions below are as follows:

1) Have you or the Employer ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?

_____ Yes

_____ No

² Persons Subject to Disclosure are identified and defined in Schedule "A," pursuant to Executive Order 1-2008.

³ If this Certification Form is being completed by a Subemployer, please consider all references to "Employer" to mean "Subemployer."

2) Are you or the Employer subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

_____ Yes

_____ No

B. PERSONS SUBJECT TO DISCLOSURE

I hereby certify that all of the Persons Subject to Disclosure, as previously defined under this Contract that will or are intended to provide services, work or intended to be on County property under this Contract have been asked the following questions and their responses are as follows:

1) Have you ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?

_____ Yes

_____ No

2) Are you subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

_____ Yes

_____ No

If the answer is “yes,” to any of the questions in Sections “A,” or “B” above, please list the names and titles of all such Persons in Schedule “F-2.”

In addition, the Persons identified in Schedule “F-2” must complete Schedule “F-3” or “F-4.”

Schedule “F-3” must be completed by those Persons who have previously been convicted of a crime.

Schedule “F-4” is provided for those Persons who are subject to pending criminal charges.

If a Person refuses to answer any of the questions in Sections “A” or “B” above, the name and title of said Person shall be listed in Schedule “F-5.”

EMPLOYER CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Employer shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Employer has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:
Title:
Date:

Notary Public

Date

**** ATTENTION ****

**IF YOU HAVE ANSWERED “NO” TO
ALL OF THE QUESTIONS
CONTAINED IN SCHEDULE “F-1,”
PLEASE DISREGARD ALL OF THE
FORMS LOCATED AFTER THIS
PAGE. PROCEED TO
SCHEDULE ‘G’**

Contract # _____
Name of Employer/Subemployer _____

SCHEDULE "F-2"⁴

**NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE
THAT ANSWERED "YES" TO ANY QUESTION IN SCHEDULE "F-1"**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Note: If more names and titles must be added, please attach a separate page entitled, "Schedule F-2 Continued."

EMPLOYER CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Employer shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Employer has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:
Title and Date:

Notary Public

⁴ If this Certification Form is being completed by a Subemployer, please consider all references to "Employer" to mean "Subemployer."

Contract # _____
Name of Employer/Subemployer _____

SCHEDULE "F-3"

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO HAVE BEEN CONVICTED OF A CRIME**

The conviction of a crime will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the prior conviction(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to Contract)

- 1) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.

- 2) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

- 3) Please provide the date and place of each conviction.

- 4) Please provide your age at the time of each crime for which you were convicted.

- 5) Please provide the legal disposition of each case.

- 6) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:
Title:
Date:

Notary Public

Date

Contract # _____
Name of Employer/Subemployer _____

SCHEDULE "F-4"

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO ARE SUBJECT TO PENDING CRIMINAL CHARGES**

A pending criminal charge will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the pending charge(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to Contract)

- 1) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.

- 2) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

3) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:
Title:
Date:

Notary Public

Date

Contract # _____
Name of Employer/Subemployer _____

SCHEDULE "F-5"⁵

PERSONS THAT REFUSED TO ANSWER

Please list the names and titles of each Person that refused to answer any of the questions in "Schedule F-1."

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

EMPLOYER CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Employer shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Employer has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:
Title:
Date:

Notary Public

⁵ If this Certification Form is being completed by a Subemployer, please consider all references to "Employer" to mean "Subemployer."

SCHEDULE "G"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

A. The Employer and any individual or legal entity in which the Employer holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Employer (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 Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Employer agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Employer is in violation of paragraph "A," the County shall review such information and give the Employer opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Employer in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Employer shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of

completing performance of this Agreement either by itself or by engaging another employer. If this is a contract other than a construction contract, the Employer shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Employer plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Employer in partial or total default in accordance with the default provisions of this Agreement. In addition, the Employer may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Employer, giving the Employer the opportunity for a hearing at which the Employer may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Employer _____

By: (Authorized Representative) _____

Title: _____ Date _____

SCHEDULE "H"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Employer certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Employer is unable to certify to any of the statements in this paragraph, the Employer shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

SCHEDULE "T"

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. *See* 48 C.F.R. Subpart 23.5.

The grantee certifies that it will provide a drug-free workplace by:

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

(b) Establishing a drug-free awareness program to inform employees about:

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

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

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

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title:

Date:

SCHEDULE “J”

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Authorized Signature

Title:

Date:

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001

SCHEDULE “K”

Whistleblower Protections

The Employer acknowledges and agrees to comply with the whistleblower protections under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (“ARRA”) such that:

- (a) The Employer shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of ARRA;
- (b) The Employer shall include the substance of this clause in all subcontracts.

Access to Records and Project Sites

The Employer acknowledges and agrees to comply with section 902 of ARRA, pursuant to which the U.S. Comptroller General and his representatives are authorized:

- (1) to examine any records of the Employer or any of its sub-employers, or any State or local agency administering this contract, that directly pertain to, and involve transactions relating to, this contract or any subcontract; and
- (2) to interview any officer or employee of the Employer or any of its sub-employer, or of any State or local government agency administering this contract, regarding such transactions.

The Employer acknowledges and agrees to comply with section 1515 of ARRA, pursuant to which any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) is authorized:

- (1) to examine any records of the Employer, any of its subemployers, or any State or local agency administering this contract, that pertain to, and involve transactions relating to, this contract or any subcontract; and
- (2) to interview any officer or employee of the Employer or any of its subemployers regarding such transactions.

“Buy American” Provisions

The Employer acknowledges to and for the benefit of the County and the State of New York (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by ARRA (or are being made available for a project being funded with monies made available by ARRA) and such law contains provisions commonly known as “Buy American” (see: section 1605 of ARRA) that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States (“Buy American Requirements”)

including iron, steel and manufactured goods provided by the Employer pursuant to this Agreement. The Employer hereby represents and warrants to and for the benefit of the County and the State that (a) the Employer has reviewed and understands the Buy American Requirements, (b) all of the iron, steel and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Employer will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the County or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Employer shall permit the County or the State to recover as damages against the Employer any loss, expense or cost (including without limitation attorney's fees) incurred by the County or the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the County). While the Employer has no direct contractual privity with the State, the County and the Employer agree that the State is a third-party beneficiary and neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Wage Rate Requirements

The Employer acknowledges and agrees to comply with section 1606 of ARRA, pursuant to which "all laborers and mechanics employed by Employers and subemployers on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to [ARRA] shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in [section 1606 of ARRA], the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code."

State Rider A – Job Postings

American Recovery & Reinvestment Act of 2009, Vendor Obligations

1. Since this agreement contains ARRA stimulus funds, the vendor will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Vendors will post through the New York State Department of Labor (<http://labor.state.ny.us>), notwithstanding any other posting they might make. Any advertisements posted by the vendor for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The Department may waive the requirements of this section at its discretion.
2. The vendor will maintain detailed records of its expenditure of ARRA Stimulus Funds in connection with this agreement and submit reports as requested by the State of New York. The

State of New York as the recipient of funds under the ARRA is subject to (various monthly and quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this agreement.

3. The vendor is also responsible for holding all sub grantees to the above reporting requirements.

4. Agreement Funding

- a. State General Fund Dollars _____
 - b. Federal Fund Dollars _____
 - c. ARRA Stimulus Dollars _____
 - d. Other Fund Dollars _____
- Agreement Total _____