

STATE OF NEW YORK AGREEMENT

<p><u>STATE AGENCY</u> (Name & Address):</p> <p>New York State Department of Corrections and Community Supervision</p> <p>_____ Correctional Facility</p>	<p><u>CONTRACT NUMBER:</u></p> <p><u>BUSINESS UNIT:</u> DOC01</p> <p><u>DEPARTMENT ID:</u></p>
<p><u>CONTRACTOR</u> (Name & Address)</p>	<p><u>TYPE OF PROGRAM (S):</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NUMBER</u></p> <p><u>NYS VENDOR IDENTIFICATION NUMBER</u></p>	<p><u>INITIAL CONTRACT PERIOD</u></p> <p>FROM:</p> <p>TO:</p> <p><u>FUNDING AMOUNT FOR INTIAL PERIOD NOT TO EXCEED</u></p> <p>\$</p>
<p><u>STATUS:</u></p> <p>Contractor is a () for () not for profit corporation</p>	<p><u>RENEWALS:</u></p>

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

__X__ APPENDIX A

Standard Clauses as required by the Attorney General for all State contracts

 APPENDIX B

 APPENDIX C

LIST ADDITIONAL APPENDICES IF APPLICABLE

Contract Number: _____

IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

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."

Agency: Department of Corrections and Community Supervision

By: _____ Title: _____

Printed Name: _____ Date: _____

CONTRACTOR CERTIFICATION: "In addition to the acceptance of this contract, I also certify that all information provided to the Agency is complete, true, and accurate with regard to State Finance Law Section 139-j and Section 139-k."

Contractor: _____

By: _____ Title: _____

Printed Name: _____ Date: _____

STATE OF)
) SS.:
COUNTY OF)

On the _____ day of _____, 20__ before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

ATTORNEY GENERAL

STATE COMPTROLLER

STATE OF NEW YORK
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
_____ CORRECTIONAL FACILITY

This AGREEMENT is hereby made by and between the _____
CORRECTIONAL FACILITY (hereinafter FACILITY) and the CONTRACTOR identified on the
face page hereof.

WITNESSETH:

WHEREAS, the FACILITY has the authority to provide funding for the operation and
maintenance of its facilities and desires to contract with skilled parties possessing the necessary
resources to provide such services; and

WHEREAS, the FACILITY has solicited bids in order to procure the services of a well-
qualified service provider in order to provide such services and has selected CONTRACTOR in
order to provide such services for FACILITY; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such services and
possesses or can make available all necessary qualified personnel, licenses, facilities and ex-
pertise and perform or have performed the services required pursuant to the terms of this
AGREEMENT;

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

1. SERVICES: Contractor will carry out all responsibilities and services identified in the
proposal attached herein as **Appendix _____** entitled:
"B." (Invitation for Bid#) or (Request for Proposal#)
2. ENTIRE AGREEMENT: This AGREEMENT, including the face page and all its appen-
dices, constitutes the entire AGREEMENT between the parties and supersedes all other
communications between the parties relating to the subject matter herein.
3. EFFECTIVE DATE: This AGREEMENT shall become effective **(enter start date)** and is
subject to approval by both the Office of the Attorney General and the Office of the State
Comptroller, and shall remain in effect through **(enter end date)**.
4. APPENDIX A: DOCCS Appendix A (Standard Clauses as required by the Attorney Gen-
eral for all State contracts) is attached hereto and made a part hereof.
5. CONTROLLING LAW: This AGREEMENT shall be construed and interpreted in accord-
ance with the Laws of the State of New York.
6. ORDER OF PRECEDENCE: In the event of any conflict between the terms of this Agree-
ment and the terms of it Appendices, the following order of precedence shall apply:
 1. APPENDIX A Standard Clauses as required by the Attorney General for all State con-
tracts
 2. **AGREEMENT # _____ inclusive of all appendices;**
 3. **APPENDIX _____ (Invitation for Bid#) or (Request for Proposal#)**
 4. **APPENDIX _____ (Add additional Appendixes as necessary)**
 5. **APPENDIX _____ Contractor's Bid Submission**
7. ACCOUNTING: DOCCS shall be entitled to and shall receive from CONTRACTOR an
accounting of its revenues at the conclusion of the period of this agreement

8. CIVIL-EQUAL-HUMAN RIGHTS: The contractor agrees to comply with all applicable federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.
9. LATE PAYMENT: Interest on late payment is governed by State Finance Law §179-m.
10. TERMINATION: This AGREEMENT may be terminated (1) at any time, by the FACILITY, with 30 days notice of its intent to cancel, (2) immediately, for cause, upon written notice by the facility, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including compliance with New York State Finance Law Sections 139-j and k, and New York State Tax Law Section 5a.
11. 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 sub-contractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the FACILITY nor make any claim, demand or application to or for any right based upon any different status.

12. NOTICES: All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by personal delivery;
 - (c) by expedited delivery service; or
 - (d) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

<p><u>State of New York [Agency Name]</u> Name: Title: Address: Telephone Number: E-mail Address:</p>	<p><u>[Contractor Name]</u> Name: Title: Address: Telephone Number: E-mail Address:</p>
--	--

Any such notice shall be deemed to have been given at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mails, 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.

The parties may, from time to time, specify any new or different address in the United States as their address for purposes of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

13. **CONTRACT PAYMENTS:** Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electric payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
14. **UNENFORCEABILITY:** If any part of this AGREEMENT is found to be unenforceable for any reason, that part shall be deemed deleted and all other terms, conditions, and provisions of this AGREEMENT shall remain in full force and effect.
15. **APPROVAL:** This AGREEMENT shall not become effective unless and until approved by the Department of Law (Attorney General) and the State Comptroller.
16. **M/WBE AND EEO INFORMATION:** By signing said AGREEMENT, CONTRACTOR agrees to comply with all requirements of Minority and Women Business Enterprise Laws, Regulations and Rules (M/WBE) and EEO information.
17. **FORCE MAJEURE:** Neither party shall be liable for losses, defaults, or damages, under this AGREEMENT which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, typhoons, civil strife, fire or any cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
18. **CERTIFICATE OF INSURANCE:** CONTRACTOR must have the necessary insurance to comply with New York State requirements. Prior to providing any service to the State of New York, the bidder must provide a copy of the insurance certificate naming the State of New York and New York State Department of Corrections and Community Supervision as "additional named insured" in its liability policy.
19. **WORKERS' COMPENSATION AND DISABILITY BENEFITS COVERAGE:** A policy covering the obligations of the CONTRACTOR in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract, shall be void, and of no effect unless the CONTRACTOR procures such policy, and maintains it through the end of the contract term. A copy of the certificates must be submitted to and retained by DOCCS. The name and FEIN of the contracting entity must be identical to the name and FEIN identified on the proof of coverage or exemption. In the instance of exemption, please be advised that the WCB does not verify Attestations for Exemption. It is incumbent on the state contracting entity to verify the validity of the entity's reason for exemption; please verify and provide a copy of the signed and dated exemption certificate.