

## Attachment 19: DRAFT CONTRACTUAL PROVISIONS

This section sets forth the draft contractual provisions for the resulting contracts.

**[enter assigned Contract Number: C00075X]**

THIS Agreement (“Agreement” or “Contract”) effective January 1, 2024, is entered into by and between New York State Department of Civil Service (“Department” or “DCS”), having its principal office at the Empire State Plaza, Albany, NY, 12239 and **[enter firm’s name]** (“Contractor”), a corporation authorized to do business in the State of New York with a principal place of business located at **[enter address]**, and collectively hereinafter referred to as “the Parties.”

### WITNESSETH

**WHEREAS**, the Employee Health Service (“EHS”) division of the Department, provides to all NYS departments and agencies (“Customer Agencies”) medical examination services mandated by Civil Service Law; and

**WHEREAS**, on June 15, 2023, the Department, issued an Invitation for Bids titled, “Medical Examination and Mobile Audiometric Services” (“IFB”) to secure the services of qualified organizations to perform Medical Consultation and Examination Services (Lot #1), Fitness-for-Duty (Lot #2) and/or Mobile Audiometric Services (Lot #3) as specified by the IFB; and

**WHEREAS**, after thorough review and evaluation by the Department of Proposals accepted in response to the IFB; and

**WHEREAS**, the Department, in reliance upon the expertise of the Contractor, desires to engage the Contractor to perform **[enter applicable Lot#] [enter either “medical consultation and examination services” or “mobile audiometric services”]**, in **[enter applicable Geographic Region]**, in the manner set forth in the IFB and the Contractor’s Proposal, pursuant to the terms and conditions set forth in the Contract;

**NOW THEREFORE**, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

### **ARTICLE I: CONTRACTOR RESPONSIBILITIES AND QUALIFICATIONS**

1.1 The Contractor is responsible for providing Project Services, in such a manner so as to be in compliance with the requirements as set forth in the Agreement and the IFB and for meeting all contractual obligations set forth in this Agreement, including all exhibits, and any subsequent amendments mutually agreed to in writing between the Parties. Contractor acknowledges that the Agreement is being entered into by NYS in reliance on Contractor’s representations concerning the particular qualifications, experience, financial standing, management expertise and technical expertise of the Contractor and its staff assigned and subcontractors, if any, engaged to provide Project Services under this Agreement.

Throughout the contract term of this Agreement, in the event that there is a substantial or material change, as defined below, in the ownership or financial viability of the Contractor, its corporate affiliates, subsidiaries or divisions, the Contractor is required to provide notice and details of any such change to NYS via written notice immediately when

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such is first known by Contractor, its corporate affiliates, subsidiaries or divisions, or subcontractors.

“Substantial” or “material” change shall be defined to include, but not be limited to, sale, acquisitions, mergers or takeovers involving the Contractor, its corporate affiliates, subsidiaries or divisions or partners which result in a change in the controlling ownership or assets of such entity after the submission of the Proposal; or entry of an order for relief under Title 11 of the United States Code; the making of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of Contractor’s, its corporate affiliates, subsidiaries or divisions, or partners’ business or property; or action by Contractor, its corporate affiliates, subsidiaries or divisions, or partners under any state insolvency or similar law for the purposes of its bankruptcy, reorganization or liquidation; or court ordered liquidation against Contractor, its corporate affiliates, subsidiaries or divisions, or partners.

- 1.2 The Contractor’s obligations to perform under the Agreement shall not be affected or impaired by any reorganization, consolidation or merger to which the Contractor is, or may become, a party. In any such event, the Contractor shall continue to be bound by, and shall perform under, all terms and conditions set forth herein.

### **ARTICLE II: AGREEMENT DURATION AND AMENDMENTS**

- 2.1 The Agreement shall begin on January 1, 2024 (Effective Date) and end on December 31, 2027. The Department may, solely at its option, extend the Contract for one two-year period at the Contract rates. This Agreement is subject to the approval of the New York State Attorney General’s Office (“AG”) and the New York State Office of the State Comptroller (“OSC”).
- 2.2 The Agreement is subject to amendment(s) only upon consent of the Parties, reduced to writing and approved by the AG and OSC.

### **ARTICLE III: DOCUMENT INCORPORATION AND ORDER OF PRECEDENCE**

- 3.1 The Agreement shall be composed solely of the following documents which, in the event of an inconsistency or conflicting terms, shall be given precedence in the order indicated:
  - 3.1.1 Appendix A (Standard Clauses for All NYS Contracts), dated June 2023, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein;
  - 3.1.2 Any Amendments to the body of the Agreement;
  - 3.1.3 The body of the Agreement;
  - 3.1.4 The following Appendices, attached hereto, are hereby expressly made a part of this Contract as fully as if set forth at length herein:
    - 3.1.5 Appendix B (Standard Clauses for Department Contracts, dated April 2022);
    - 3.1.6 Appendix C (Information Security Requirements, dated March 2023);
    - 3.1.7 Appendix D MWBE/EEO/SDVBO Requirements
    - 3.1.8 Appendix E Insurance Requirements
    - 3.1.9 Appendix F which consists of IFB sections 2 (Procurement Protocol and Process), 3 (Project Services), and 5 (Financial Submission) as amended via the

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Department's Official Responses to Offerors' Questions dated [enter official responses release date(s)]; and

3.1.10 Appendix G Selected portions of the Contractor's Bid Submission, as pertinent to IFB dated [enter proposal date] [if any clarifications responses are provided add reference to them here].

- 3.2 Only documents expressly enumerated above shall be deemed a part of the Agreement, and references contained in those documents to additional Contractor documents not enumerated above shall be of no force and effect.
- 3.3 All prior agreements, representations, statements, negotiations and undertakings are superseded. All statements made by the Department shall be deemed to be representations and not warranties.
- 3.4 Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, corporation, or other entity, other than the Parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Agreement.
- 3.5 The terms, provisions, representations, and warranties contained in the Agreement shall survive performance hereunder.

**ARTICLE IV: LEGAL AUTHORITY TO PERFORM**

- 4.1 The Contractor represents that the Contractor possesses the legal authority to perform Project Services in accordance with the terms and conditions of the Agreement.
- 4.2 The Contractor shall maintain appropriate corporate and/or legal authority, which shall include but is not limited to the maintenance of an administrative organization capable of delivering Project Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which the Project Services are to be delivered.
- 4.3 The Contractor shall provide the Department with immediate notice in writing of the initiation of any legal action or suit which relates in any way to the Agreement or which may affect performance of the Contractor's duties under the Agreement.

**ARTICLE V: PROJECT SERVICES**

- 5.1 During the term of the Agreement, the Contractor will be responsible for the performance [enter applicable Lot#] [enter either "medical consultation and examination services" or "mobile audiometric services"], in [enter applicable Geographic Region], in the manner set forth in the IFB and the Contractor's Proposal, pursuant to the terms and conditions set forth in the Agreement and any and all other services/tasks as set forth in the Agreement.

Subsequent to the contract award, for each Lot, work will be assigned to a Contractor in a geographic region based on the following criteria in descending order:

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- Timeliness in scheduling the service(s) needed;
- Past performance;
- Mileage to the Contractor's facility for the individual being referred; and
- Total cost of the service(s) requested.

These criteria will be considered on a case-by-case basis as DCS receives requests for services from its customer agencies.

- 5.2 No Guaranteed Work: Assignments to Contractor are issued at the discretion of the State. While it is the State's intent to issue work assignments hereunder, the Contractor shall have no cause of action conditioned upon the lack or number of work requests issued.

### **ARTICLE VI: PAYMENT FOR SERVICES**

- 6.1 The Contractor will be reimbursed for Project Services rendered in accordance with the provisions of Appendix F. The Contractor is not on retainer. The Contractor shall invoice the Department/Customer Agency, as applicable, in accordance with the provisions set forth herein, for Project Services rendered, together with full supporting detail(s) to the State's satisfaction.

- 6.2 After the Department and/or the Customer Agency, as applicable, approves the Contractor's invoice, the Department or the Customer Agency, as applicable shall process the Contractor's invoice to OSC for payment. OSC shall render payment for invoices under the Agreement in accordance with ordinary State procedures and practices. The Contractor shall certify the accuracy of all Contractor invoices prior to their submission to the Department/Customer Agency, as applicable and the Department/Customer Agency, as applicable will make best efforts to process all acceptable invoices within thirty (30) days of their receipt; however, failure to make payment within said timeframe shall not be considered a breach of contract. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law. Submission of an invoice and payment thereof shall not preclude the Department/Customer Agency, as applicable from reimbursement or demanding a price adjustment in any case where Project Services as delivered are found to deviate from the terms and conditions of the Agreement.

6.2.1 Lot #1:

The Contractor's invoices for payment for Lot #1 Project Services rendered shall be submitted to EHS at the time the Contractor submits the report of the medical examination or service. The invoice shall be reviewed and approved by EHS staff, forwarded to the appropriate Customer Agency and the Customer Agency will forward the invoice to OSC for payment. The Contractor will be paid only for the actual services performed. The Contractor will not be paid under the Agreement, for any services ordered by, or consultations provided to any Customer Agency, unless such services are approved in writing by EHS in advance as described in the Project Services section of Appendix F.

6.2.2 Lot #2:

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The Contractor's invoice for payment of Lot #2 Project Services rendered, associated with a given Examination Session, shall be submitted by the Contractor to the Customer Agency for whom said services were rendered upon completion of all testing, and retesting, if any, associated with the given Examination Session and the submission of the Final Report for the Examination Session has been submitted to the Customer Agency. The invoice shall be reviewed and approved by Customer Agency staff and the Customer Agency will forward the invoice to OSC for payment. The Contractor will be paid only for the actual services performed.

#### **6.2.3 Lot #3:**

The Contractor's invoice for payment of Lot #3 Project Services rendered, associated with a given Mobile Audiometric Session, shall be submitted by the Contractor to the Customer Agency for whom said services were rendered upon completion of all testing, and retesting, if any, associated with the given Mobile Audiometric Session and the submission of the Final Report for the Audiometric Session has been submitted to the Customer Agency. The invoice shall be reviewed and approved by Customer Agency staff and the Customer Agency will forward the invoice to OSC for payment. The Contractor will be paid only for the actual services.

The Offeror shall be paid the applicable "per Test Day" fee quoted to test/train individuals on a given Test Day. The fee covers the training/testing cost for up to the number of persons the Offeror guarantees it can test/train during a Test Day. If on a given Test Day, the Offeror, through no fault of the State, is unable to train/test all of the individuals scheduled, up to the number as guaranteed, then the Offeror shall not be entitled to receive its per Test Day fee until the remaining individuals are tested/trained and the Offeror is not entitled to any additional compensation to test/train said individuals (e.g. if the Offeror guarantees that it can test/train 150 individuals and 120 are scheduled to be tested/trained, but only 110 of 120 are trained, thus resulting in the need for the Offeror to stay or reschedule the remaining 10 individuals). If during a Test Day, the Offeror meets the guarantee and is requested (and agrees) to stay or continue testing /training individuals beyond the eight-hour period, the Offeror shall be due its "per individual tested" fee for each individual tested/trained during such period. (Note: Offeror shall not be penalized for instances where individuals are scheduled to be tested/trained but do not show for their scheduled appointment.)

- 6.3 The Contractor warrants that all of the prices, terms, warranties and benefits granted by the Contractor herein are comparable to or better than the equivalent terms being offered by the Contractor to other customers using similar scope and volume of services. If, during the course of this Agreement, the Contractor enters into arrangements with any other customers providing benefits which are equal to or greater than those benefits to be provided under this Agreement at more favorable terms, this Agreement shall thereupon be deemed amended to provide the same to the Department and its Customer Agencies.
- 6.4 The State of New York is not liable for any cost incurred by the Contractor in preparation for or prior to the approval of an executed contract by the AG and OSC.

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### **ARTICLE VII : INSURANCE REQUIREMENTS**

- 7.1 As of the start date of the Contract and though out its entire term, the Contractor, and its Key Subcontractor(s), if any, must have at least the minimum standard policy or policies covering the obligations of the Contractor and its Key Subcontractors required under the New York Workers' Compensation Law.
- 7.2 As of the start date of the Contract and though out its entire term, the Contractor, and its Key Subcontractor(s), if any, must have the policy or policies covering the obligations of the Contractor and its Key Subcontractors required under Appendix E, Insurance Requirements.

### **ARTICLE VIII: RECORDS AND INFORMATION TO BE FURNISHED**

- 8.1 The DCS and its Customer Agencies, as applicable, shall furnish to the Contractor all information which the Contractor may reasonably require with regard to any matters pertaining to the delivery of Project Services under this Agreement.

### **ARTICLE IX: MODIFICATION OF REQUIRED SERVICES**

- 9.1 In the event that laws or regulations enacted by the federal government and/or the State of New York have an impact upon the conduct of this Agreement in such a manner that the Department determines that any requirements of the Agreement must be revised, the Department shall notify the Contractor of any such revisions and shall provide the Contractor with a reasonable time within which to implement such revisions.
- 9.2 In the event that NYS and its public employee unions enter into collective bargaining agreements that have an impact upon the conduct of this Agreement in such a manner that the Department determines that any requirements of the Agreement must be revised, the Department shall notify the Contractor of any such revisions and shall provide the Contractor with a reasonable time within which to implement such revisions.
- 9.3 To the extent that any of the events as set forth in this Agreement shall take place, and constitute a material and substantial change in the scope of Project Services which the Contractor is required to perform or deliver under the Agreement, the Contractor may submit a written request to the Department to initiate review of the fee(s) received by the Contractor for Project Services provided under the terms of the Agreement, accompanied by appropriate documentation as may be required by the Department. The Department reserves the right to review such request within a reasonable period of time and in its sole discretion make a written determination as to whether such request shall be approved or rejected. Should the Department approve the Contractor's request to modify the fee(s), such approval shall be subject to written amendment and approval by the OSC.

### **ARTICLE X: USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

- 10.1 For purposes of this Article, the term "Protected Health Information" ("PHI") means any information, including demographic information collected from an individual, that relates to

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the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual, or to the past, present, or future payment for the provision of health care to an individual, that identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Within the context of this Agreement, PHI may be received by the Contractor from the Department or may be created or received by the Contractor on behalf of the Department. All PHI received or created by the Contractor as a consequence of its performance under this Agreement is referred to herein as the “Department’s PHI.”

- 10.2 The Contractor acknowledges that both the Department and the Contractor are “health care providers” as that term is defined in HIPAA’s implementing regulations at 45 CFR 160.103, and that consequently both the Department and the Contractor are “covered entities” under HIPAA. The Contractor further acknowledges that the Contractor is a HIPAA “business associate” of the Department as a consequence of the Contractor’s provision of medical services on behalf of the Department within the context of the Contractor’s performance under this Agreement, and that the Contractor’s provision of services will involve the disclosure to the Contractor of individually identifiable health information from the Department or other service providers on behalf of the Department, as well as the Contractor’s disclosure to the Department of individually identifiable health information as a consequence of the services performed under this Agreement.
- 10.3 The disclosure of any medical information and medical records, including PHI, generated pursuant to this Agreement is subject to 4 NYCRR Part 82, which prohibits the release of such information except in the following circumstances:
  - 10.3.1 Upon written authorization of the subject of the records on a form prepared by the Department;
  - 10.3.2 When required by law or court order, provided that notification is made to the subject of the record prior to such disclosure, unless such notification is prohibited by law; and
  - 10.3.3 Medical information and records obtained or created by the Contractor may be released only to the Department. The Contractor may not release information to the State agency (other than the Department) where an individual is employed or is a candidate for employment unless such disclosure is mandated by statute.
- 10.4 Permitted Uses and Disclosures of DCS’ PHI. The Contractor may use and/or disclose the Department’s PHI solely in accordance with the specifications set forth in this Agreement. [45 CFR §164.504(e)(2)(i)].
- 10.5 Nondisclosure of the Department’s PHI. The Contractor shall not use or further disclose the Department’s PHI otherwise than as permitted or required by this Agreement or as otherwise required by law. [45 CFR §164.504(e)(2)(ii)(A)].
- 10.6 Safeguards. The Contractor shall use appropriate, documented safeguards to prevent the use or disclosure of the Department’s PHI otherwise than as provided for by this Agreement. [45 CFR §164.504(e)(2)(ii)(B)]. The Contractor shall maintain a comprehensive written information security program that includes administrative, technical,

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and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

- 10.7 Reporting of Disclosures. The Contractor shall report to the Department any use or disclosure of the Department's PHI otherwise than as provided for by this Agreement of which the Contractor becomes aware. [45 CFR §164.504(e)(2)(ii)(C)].
- 10.8 Associate's Agents. The Contractor shall ensure that any agents or subcontractors to whom it provides the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to the Contractor with respect to the Department's PHI under this Agreement. [45 CFR §164.504(e)(2)(ii)(D)].
- 10.9 Availability of Information to the Department. The Contractor shall make available to the Department such information as the Department may require to fulfill the Department's obligations to provide access to, to provide a copy of, and to account for disclosures with respect to Department's PHI in accordance with HIPAA and its implementing regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR §164.504(e)(2)(ii)(E) and (G)].
- 10.10 Amendment of the Department's PHI. The Contractor shall make the Department's PHI available to the Department as the Department may require to fulfill the Department's obligations to amend individuals' PHI pursuant to HIPAA and its implementing regulations, including, but not limited to, 45 CFR Section 164.526. The Contractor shall, as directed by the Department, incorporate any amendments to the Department's PHI into copies of such Department's PHI maintained by the Contractor. [45 CFR §164.504(e)(2)(ii)(F)].
- 10.11 Internal Practices. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, available to the Department and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Contractor's compliance with HIPAA and its implementing regulations. [45 CFR §164.504(e)(2)(ii)(H)].
- 10.12 Disposition of the Department's PHI. At the time this Agreement is terminated, the Contractor shall, if feasible, return or destroy all of the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, that the Contractor still maintains in any form and retain no copies of such information. Alternatively, if such return or destruction is not feasible, the Contractor shall extend indefinitely the protections of this Agreement to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the Department's PHI infeasible. [45 CFR §164.504(e)(2)(ii)(I)].
- 10.13 Termination under HIPAA. This Agreement shall be terminated by the Department if the Department determines that the Contractor has violated a material term of this Article or of the Agreement with respect to the Contractor's obligations under this Article. [45 CFR §164.504(e)(2)(iii)].

**ARTICLE IX: NOTICES**



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- 11.1 The Contractor shall immediately notify the Department upon learning of any situation that can reasonably be expected to adversely affect the delivery of Project Services under the Agreement. If such notification is verbal, the Contractor shall submit to the Department a written description of the situation and a recommendation for its resolution within seven (7) Business Days of learning of the situation.
- 11.2 All notices permitted or required hereunder shall be in writing and shall be transmitted via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail.

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

State of New York Department of Civil Service

Name: To be completed upon award  
Title:  
Address:  
Telephone Number:  
Facsimile Number:  
E-Mail Address:

[Contractor Name] To be completed upon award  
Name:  
Title:  
Address:  
Telephone Number:  
Facsimile Number:  
E-Mail Address:

- 11.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 11.4 The Parties may, from time to time, specify any new or different address in the United States as their address for purpose 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.

**ARTICLE XII: COOPERATION WITH INVESTIGATIONS AND AUDITS**

- 12.1 In addition to the Audit Authority requirements specified in Appendices A and B to this Agreement, the Contractor agrees to cooperate with the Department, any other authorized State or Federal Department, and any law enforcement authority, in the investigation, documentation and litigation of any alleged illegal act, misconduct or unethical behavior related to the IFB and/or Agreement, or in connection with any audit.

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### **ARTICLE XIII: REPORTS OWNERSHIP & ERROR CORRECTIONS**

- 13.1 In addition to ownership provisions set forth elsewhere in Appendices A and B, the Contractor agrees that information and documents developed pursuant to the Agreement are the property of the State of New York and that the Contractor will not discuss such information, documents and systems with a third party without the express written authorization of the Department.
- 13.2 The Contractor shall correct any and all errors in any reports, materials and/or documents provided or prepared by the Contractor pursuant to this Agreement provided the Department notifies the Contractor of such errors and, if required, furnishes to the Contractor data and information the Department may be required to provide in order for the Contractor to make such corrections after delivery of any such report, material, document or service. In regard to corrections required due solely to an error made by the Contractor, the Contractor will correct such errors at no cost to the Department.

### **ARTICLE XIV: CONFIDENTIALITY**

In addition to the Confidentiality and Non-Disclosure provisions cited in Appendix B and the provisions related to the "Use and Disclosure of Protected Health Information", the Contractor will be required to comply with the following confidentiality provisions:

- 14.1 Individually identifiable information relating to any participant shall be held confidential and shall not be disclosed by the Contractor, its officers, agent and employees or subcontractors, without the prior written approval of the applicant, the President of the Commission or his agent, or except as permitted, or as required, by federal or State law.
- 14.2 Medical information and records obtained or created by the Contractor can only be released to EHS, or as provided for in the Agreement. The Contractor may not release information to the State agency where an individual is employed or is a candidate for employment. Release of medical information generated pursuant to the Agreement is subject to Part 82 of the Civil Service Rules which prohibits the release of such information except in the following circumstances:
- 14.2.1 Upon written authorization of the subject of the records on a form prepared by the Department;
- 14.2.2 When required by law or court order, provided that notification is made to the subject of the record prior to such disclosure, unless such notification is prohibited by law; and,
- 14.2.3 Under no circumstances shall medical records or their contents be released directly to a State agency other than EHS unless such release is mandated by statute.
- 14.3 the Contractor shall promptly advise the Department of all requests made to the Contractor for information regarding the performance of the services under the Agreement, including

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any information provided by the Department, except as required by subcontractors or agents solely for the purpose of carrying out obligations under the Agreement or as required by law.

- 14.4 The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or applicable subcontractors contains a provision that strictly conforms to the provisions of this Article.

**ARTICLE XV: ENTIRE AGREEMENT**

The Contract, including all appendices, constitutes the entire Contract agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, except as otherwise provided herein. The Contract is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the Office of the State Comptroller of the State of New York and subject to the termination provisions contained herein.

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Agency Code: 08000  
Contract Number: C00075X

IN WITNESS WHEREOF, the Parties hereto have hereunto signed this AGREEMENT on the day and year appearing opposite their respective signatures.

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

Contractor Certification: By signing I certify my express authority to sign on behalf of myself, my company, or other entity and full knowledge and acceptance of this Agreement and all appendices. By signing, I affirm my understanding of and agreement to comply with the Department's procedures relative to the Procurement Lobbying Law as required by State Finance Law §139-j and §139-k.

**NEW YORK STATE**  
**DEPARTMENT OF CIVIL SERVICE**

**[CONTRACTOR]**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

Approved: \_\_\_\_\_

Letitia James  
ATTORNEY GENERAL

Thomas P. DiNapoli  
STATE COMPTROLLER

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

