

## **BAILMENT AGREEMENT**

This Agreement of Bailment between the NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES, whose principal office is located at 52 Washington Street, Albany, New York 12144 (hereinafter called the "Office") and \_\_\_\_\_, whose principal office is located at \_\_\_\_\_ (hereinafter called the "Agency").

### **WITNESSETH:**

WHEREAS, the Office owns and operates a statewide computer information system, entitled CONNECTIONS, to facilitate the delivery of children welfare services, including, preventive services, foster care and adoption services; and

WHEREAS, the Office has provided CONNECTIONS computer equipment to the Agency for the purpose of implementing CONNECTIONS; and

WHEREAS, the Agency as a provider of foster care and/or preventive services, is currently utilizing CONNECTIONS in its delivery of child welfare services; and

WHEREAS, the Office desires to replace and upgrade the computer equipment provided under a prior agreement of bailment with the Agency, for the purpose of enhancing and modernizing the CONNECTIONS system.

Now therefore it is agreed between the parties as follows:

#### **A. Office Responsibilities**

1. The Office and/or the CONNECTIONS Contractor will be responsible for providing, installing, and the de-installing CONNECTIONS equipment at the Agency. For the purpose of this Agreement, bailed equipment shall include but not be limited to personal computers, printers, Wide Area Network equipment (routers and hubs), modems, processors, software, concentrators and cables (hereinafter referred to as "Equipment"). The Office will provide an inventory, to be attached to this Agreement as Exhibit A – "Inventory", upon the delivery and installation of new CONNECTIONS equipment. This inventory is to be attached to all other exact copies of this Agreement.
2. The Office or the CONNECTIONS Contractor will continue to provide the network connections, to applicable locations, except for pre-existing approved, in-place agency wiring, enabling the operation of CONNECTIONS.
3. Upon 180 days prior notice by the Agency of the need to move equipment, due to relocation or remodeling, the Office shall:

- a) Advise the Agency of any required site preparation and renovations necessary to operate CONNECTIONS, which shall be fully funded by the Agency;
- b) As close to the requested move date as Office resources will allow, disconnect the Equipment provided pursuant to this Agreement at the current site;
- c) Install a new network connection at the new proposed site, if required;
- d) As close to the requested move date as Office resources will allow, connect the relocated Equipment to the CONNECTIONS network at the new site. The Agency shall complete site work and renovations necessary to support the installation of CONNECTIONS equipment and shall move the equipment from the current to the new site at no cost to the Office.

A. Agency Responsibilities

- 1. The Agency shall be responsible for any required repair or replacement of site facilities necessary in order to maintain the proper functioning environment for the Equipment throughout the duration of this Agreement.
- 2. The Agency shall provide a secure, properly ventilated/air conditioned, rodent and insect-free location, which meets the equipment's environmental requirements. The Agency shall be responsible for providing adequate furniture for the installation of equipment.
- 3. The Agency agrees to maintain sufficient insurance coverage and assumes all financial liability in the event of Equipment damage or theft, and the Office shall be named as a loss payee and co-insured thereon. The Agency agrees that it shall be responsible for any loss or damage to the Equipment, whether or not such loss or damage results from its fault or negligence or that of its employees, or whether such loss or damage occurs through theft or intentional acts of its employees or third parties. In the event of loss or damage to any item, the Agency agrees to pay to the Office the full unit cost of any such item.
- 4. The Agency agrees to return to the Office all equipment and software provided by the Office pursuant to this AGREEMENT should: (a) the Agency cease operations; (b) the Agency experience a decrease in staffing levels or situations occur which otherwise warrant a decrease in the amount of equipment needed by the Agency, or (c) the Agency cease contracting with a social services district or other entity servicing children who are included pursuant to CONNECTIONS. In such an event, the Agency agrees to provide written notice to the Office made via registered or certified mail, return

receipt requested or hand delivered, not less than thirty (30) days prior to the occurrence of such event.

5. The Agency shall designate in writing to the Office an individual to serve as a "Site Contact" at each of its locations. This Site Contact will be responsible for serving as a liaison with the Office and the CONNECTIONS contractor for the installation, deinstallation, maintenance, and relocation of the Equipment. The Site Contact will also serve as the Office's interface with the Agency for resolving problems with CONNECTIONS hardware and/or software.
6. All requests to move Equipment due to remodeling or relocation shall be submitted by the Agency to the Office in writing, with 180 days prior notice. Such moves shall be performed as set forth in Section A.4. of this Agreement.
7. The Agency shall adhere to the procedures and guidelines for installation; site preparation and Agency reimbursement as set forth in the cover letter to the original Agreement, dated May 31, 1996, and to adhere to the procedures and guidelines for installation, site preparation and Agency reimbursement as may be set forth in separate documents.

A. Termination/Modification

1. This AGREEMENT may be modified upon the written mutual consent of the parties.
2. This AGREEMENT may be terminated in the event the Office deems that termination would be in the best interests of the State. In such case, the Office shall give written notice to the Agency not less than thirty days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered with the receipt granted by the Agency. The date of such notice shall be deemed to be the date the notice is received by the Agency established by the receipt returned, if delivered by registered or certified mail, or by receipt by the Agency, if the notice is delivered by hand. In the event of such termination, all Equipment shall be returned to the Office as set forth in Section B.4 of this Agreement.
3. Should the Office determine that Federal or State funds are unavailable, the Office may deem this AGREEMENT terminated immediately. The Office agrees to give notice to the Agency as soon as it becomes aware that funds are unavailable, in the event of termination, under this subparagraph. In the event the initial notification is made orally, the Office shall immediately send written notice to the Agency. The Office will be obligated to reimburse the Agency only for the expenditures made and obligations incurred by the Agency until such time as notice of termination is received by the

Agency, either orally or in writing, from the Office. In the event of such termination, all Equipment shall be returned to the Office as set forth in Section B.4 of this Agreement.

A. Effective Term

The terms and conditions of this Agreement shall commence upon execution and shall remain in full force until terminated and all Equipment is returned to the Office.

B. Equipment Security

Agency shall establish a security plan and, as appropriate, policies and procedures to address the following areas of Equipment security: (i) Physical security of Equipment resources to protect equipment from theft and unauthorized use; (ii) Software and data security; (iii) Personnel security; (iv) Contingency plans to meet critical processing needs in the event of short or long-term interruption of service; and (v) Designation of an Agency Security Manager.

C. Additional Conditions

1. The Office is the sole owner of all Equipment installed at the Agency pursuant to this Agreement. Such Equipment may not be sold, rented, pledged, used as collateral or disposed of by the Agency. Such equipment may not be moved by the Agency without the Office's prior written approval pursuant to the terms of this Agreement.
2. The Office shall affix a label clearly identifying Equipment as property of the Office of Children and Family Services and in no event shall such label be removed. In the event Equipment lacks such a label, the Agency agrees that it shall affix such a label.
3. Nothing in this contract shall abridge, enlarge, modify or otherwise affect the privacy rights of preventive services clients under applicable law, including where applicable, the Interim Agreement of Settlement and Compromise in Advocates for Children v. Blum.
4. The Agency agrees that it shall hold the Office harmless from any claim, demand or cause of action for damages or injury to any person based on a defect, latent or apparent, in any bailed item.
5. The Agency agrees to be bound by the additional terms and conditions contained in Appendix A (Standard Clauses for All New York State Contracts) attached hereto and made a part hereof.

AGENCY NUMBER \_\_\_\_\_

SITE ID NUMBER \_\_\_\_\_

AGENCY SIGNATURE

\_\_\_\_\_

DATED \_\_\_\_\_

*STATE OF NEW YORK*

SS:

*County Of* \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who being duly sworn did depose and may that (s)he resides in \_\_\_\_\_: that (s)he is the \_\_\_\_\_ of the \_\_\_\_\_, in the corporation described in and which executed the foregoing instrument, that (s)he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

Corporate Seal

\_\_\_\_\_  
Notary Public

My Commission expires: