

AGREEMENT

By and Between

The County of Fulton, New York
Veterans Service Agency
2712 St. Hwy. 29, PO Box 127
Johnstown, New York 12095
Telephone: (518) 736-5651
Federal Identification No. 14-6002626

and

County of Montgomery, New York
Veterans Service Agency
64 Broadway, PO Box 1500
Fonda, New York
Telephone: (518) 853-8152
Federal Identification No. 14-6002568

W I T N E S S E T H:

This Agreement is made this ____ day of _____, 20____, by and between the County of Fulton, New York, hereinafter referred to as the COUNTY, and County of Montgomery, hereinafter referred to as the CONTRACTOR, for the following specific services:

The agreement documents listed below, along with the schedule A, constitutes the entire contract between the principals and supersedes all prior negotiations and representations, written or oral. In the event of conflict between this agreement and other documents listed, the terms of this agreement shall be the controlling terms of the contract.

The CONTRACTOR agrees to perform the services as required by the agreement documents for the sum herein set forth and to accept payment in the manner herein provided.

The agreement documents, which are attached and incorporated by reference herein, consist of the following:

1. Schedule A – Scope of Services;
2. Copy of required insurance documents;
3. Copy of resolution of Fulton County Board of Supervisors and Montgomery County Executive which authorized this agreement.

The County agrees to make payments on account of the agreement price as follows:

The Contractor shall submit itemized invoices to the Fulton County Veterans Service Agency. Services will be billed per the Schedule A – Scope of Services. The Fulton County Veterans Service Agency will then submit all pertinent information for audit processing.

DURATION OF AGREEMENT - This agreement shall endure for the period of January 1, 2023 until December 31, 2023.

TERMINATION CLAUSE - This agreement may be terminated only upon a 30-day mutually-agreeable written notice signed by both parties, or upon a 90-day unilateral written notice.

NON-DISCRIMINATION CLAUSE - The County of Montgomery does not discriminate in employment or program service delivery on the basis of race, color, religion, age, sex, national origin, ancestry, non-job-related handicap, place of birth, General Education Development certificate (GED), marital status, sexual preference/orientation, or veteran status.

RESPONSIBILITY - The County of Fulton assures that it is responsible for ensuring that the services provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local laws, rules and regulations.

SAVING CLAUSE - The Contractor shall not assign or transfer this Agreement, or any part thereof, or any interest therein, without first receiving written approval from the County of Fulton. All modifications of, or changes in, the terms of this Agreement must be in writing.

*LIMITATION OF LIABILITY - For any damage or costs resulting from error, omissions, or other professional negligence in the performance of the Contractor's services, the Contractor's liability to all claimants at any time will be limited to a sign aggregate sum not to exceed the Contractor's fee.

AGREED TO BY:

COUNTY OF FULTON:

CONTRACTOR:

BY: _____

BY: _____

NAME: _____

NAME: Matthew Ossenfort

TITLE: Chairman, Board of Supervisors

TITLE: Montgomery County Executive

DATE: _____

DATE: _____

Sworn to before me this _____ day

Sworn to before me this _____ day

of _____ 20 ____

of _____ 20 ____

Notary Public

Notary Public

SCHEDULE A

Scope of Services

This shall serve as a summary of services to be provided to the Fulton County Veteran Service Agency regarding the Montgomery County Department of Youth & Veterans' Services transporting Fulton County Veterans to and from the VA Medical Center in Albany or to and from the VA Primary Care Clinic in Fonda for morning appointments.

For Albany transport, the services will be offered at a chargeable rate of \$30.00 per Veteran one way and \$60.00 per Veteran round trip. For Fonda transport, the chargeable rate of \$15 per Veteran one way or \$30 per veteran round trip, not to exceed \$14,500.00 per year.

The pick-up points for Fulton County Veterans are McDonald's in Johnstown, the City Police Department Parking Lot in Gloversville or Lowes in Amsterdam or at an alternate location as agreed upon. Fulton County Veterans should be at their scheduled pick-up location by 6:00AM, or at a time as agreed upon depending on the assigned schedule, to await pick-up. Please note that the Montgomery County van driver will have a 30-minute window to arrive at the pick-up location, and Fulton County is expected to notify their veterans accordingly. If the pick-up time needs to be adjusted earlier or later depending on the schedule, the Montgomery County Veterans Service Agency will notify the Fulton County office of the change.

Fulton County Veterans will be dropped off at the same location when they return from the VA Medical Center.

If the Montgomery County van arrives at the location and the veteran is not there and it is during the assigned pick-up timeframe, the one-way rate will be charged. The Montgomery County van leaves the VAMC after the last veteran finishes his or her appointment and all prescriptions are taken care of.

Fulton County Veterans will call the Fulton County Veterans Service Agency to request the Montgomery County van service. The Fulton County Veterans Service Agency will then contact Montgomery County to confirm availability and schedule the Veteran for the ride. Montgomery County Veterans will have priority when it comes to the transportation to the VA Medical Center. The following information is required by Montgomery County at the time transportation is requested and shall be provided by the Fulton County Veterans Service Agency:

- Full name of Veteran
- Last four digits of social security number
- Specified pick up location
- Time of scheduled appointment (preferable before 1PM)
- Call back number (Preferably a cell phone number), but at minimum a contact # in case of last minute or early morning changes to the route.

If the above information is not provided in full, the request for transportation may be denied until all information is obtained.