

**EQUIPMENT MAINTENANCE PROGRAM  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NYS OFFICE OF GENERAL SERVICES  
AND**

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This Memorandum of Understanding (hereinafter, "MOU") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the New York State Office of General Services ("OGS") and \_\_\_\_\_ ("Agency").

WITNESSETH:

WHEREAS, there has been established a Bureau of Risk and Insurance Management ("BRIM") within OGS to fulfill its responsibilities to provide insurance and risk management and related services to the various departments and agencies of the State of New York; and

WHEREAS, in furtherance of such responsibilities, OGS has entered into a contract (the "Contract") to provide program administration services related to the establishment of an equipment maintenance program on behalf of the State; and

WHEREAS, OGS has placed an equipment maintenance service agreement with a qualified service contract provider through the program administrator, and Agency is desirous of including certain equipment owned and/or under the jurisdiction and control of Agency (the "Equipment") within the scope of coverage of its own equipment maintenance service agreement (the "Agreement"), that has identical terms as OGS' agreement; and

WHEREAS, OGS is agreeable to assisting with the placement of Agency's equipment under the Agreement, upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties agree to the following:

1. OGS shall be solely responsible for the negotiation and establishment of all substantive terms and conditions of the Agreement. In no case shall Agency negotiate or cause the amendment or revision of the terms or conditions of the Agreement as applied to the Equipment or otherwise.

2. Agency is authorized to work directly with the program administrator to add or delete the Equipment to or from their Agreement and agree to the amount to be charged for the Equipment. However, OGS shall be available for consultation, as necessary, should Agency have any concerns in relation thereto. OGS will monitor the Equipment covered by their Agreement by obtaining access to all online account information through the program administrator or a subcontractor thereof.
3.
  - a. OGS shall be responsible in the first instance for the payment of the amount attributable to the Equipment, but Agency is ultimately responsible therefor and shall be obligated to reimburse OGS for all amounts OGS expends to cover the Equipment under their Agreement, and such reimbursement shall be made within thirty (30) days of OGS' written request for reimbursement. Program administrator shall transmit invoice to OGS and Agency simultaneously. Upon receipt of invoice, Agency shall have ten (10) days to disapprove or approve of payment by OGS. If Agency disapproves, it must explain its reasons in writing to the program administrator and OGS. If Agency approves, it must provide written sign-off to OGS. Agency non-action shall be deemed to be an approval and Agency shall be liable to reimburse OGS for the full amount of the invoice. In the event that OGS does not receive sufficient appropriation, then OGS will ask program administrator to bill Agency directly. Additionally, during Agency's initial equipment year of participation in the equipment maintenance program, OGS shall be responsible for collecting from the Agency, and Agency shall be responsible for remitting to OGS, all additional amounts from the Agency as required by all applicable Budget Bulletins.
  - b. At the direction of the Division of Budget, OGS may chargeback Agency no more than 5 percent of total amount for its services.
4. Agency will have access to information concerning the Equipment, whether electronic or otherwise, maintained by the program administrator. OGS will also have access to the information concerning the Equipment, whether electronic or otherwise, maintained by the program administrator, for contract administration and risk management purposes.
5.
  - a. Agency will be responsible for the administration of its equipment maintenance program including, but not limited to, vendor outreach and contractual establishment, equipment inventory control, all ancillary legal matters and all claims processing for the Equipment under their Agreement. Agency shall work directly with the program administrator on these issues, and OGS shall have no responsibilities in relation thereto except that OGS shall be available for consultation on such issues that have general application to OGS or all users of similar service contracts.
  - b. OGS will make an Equipment Maintenance Program Procedures Manual available to Agency.

6. This MOU shall be effective when signed by the parties hereto and shall remain in effect until terminated by either party upon 90 days notice or sooner upon mutual agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

For Agency:

For the Office of General Services:

By \_\_\_\_\_

By \_\_\_\_\_

Name:  
Title:  
Date:

Name: Franklin A. Hecht  
Title: Director of Administration  
Date: