

**NEW YORK EQUINE DRUG TESTING & RESEARCH
PROGRAM CONTRACT #GAM01-C202502-1410000**

THIS AGREEMENT made effective by and between the New York State Gaming Commission, an executive agency of the State of New York having an office at 354 Broadway, Schenectady, New York 12305 (the “Commission”), and Morrisville Auxiliary Corporation, having an office at 101 East Main Street, Morrisville, NY 13408 (the “Contractor”). The Commission and the Contractor are hereinafter referred to collectively as the “Parties.”

WHEREAS the Commission issued a Request for Proposals for Equine Drug Testing (“RFP”) on April 7, 2025, soliciting proposals for equine Drug¹ testing and research services described in the RFP;

WHEREAS the Contractor submitted a Technical Proposal, and a Pricing Proposal dated May 6, 2025 (collectively, the "Proposal"), and such Proposal was deemed by the Commission’s RFP Evaluation Committee to be the Best Value to the Commission;

WHEREAS, the Commission is duly authorized to supervise, regulate and administer all horse racing and pari-mutuel activities in New York State, pursuant to §§ 103(2)(d) and 104 and Articles two through eleven of New York Racing, Pari-Mutuel Wagering and Breeding Law (“Racing Law”);

WHEREAS, the Contractor is [a state college or at a land grant university] within New York State that is qualified to conduct equine Drug testing at race meetings, in order to assure the public’s confidence and continue the high degree of integrity in horse racing at the pari-mutuel betting tracks, pursuant to Racing Law § 902;

WHEREAS, the Contractor has laboratory facilities which have the capacity and capability to provide equine Drug testing and related research in support thereof for New York horse racing as required by the RFP and this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I – PROGRAM DESCRIPTION; FACILITIES, EQUIPMENT,
AND OPERATIONAL REQUIREMENTS**

a. Program Description. The Contractor will conduct an equine Drug testing and research program, to be known as the New York Drug Testing and Research Program (“Program”), in a manner satisfactory to the Commission and consistent with accepted professional and technical standards that will meet or exceed equine industry standards for such

¹ Within this Contract and the documents referenced herein, all references to “Drug” or “Drugs” refers collectively to any substance, chemical compound, metabolites, or unusual condition that may be present in equine biologic samples that may be present in violation of Commission regulations, unless otherwise specified.

programs, as more fully set forth in the RFP. *See* RFP in totality, including Part 2 – Scope of Work. Both the RFP and the Proposal are hereby incorporated into this Contract with the same force and effect as if they were fully set forth herein.

b. Facilities, Equipment, and Operational Requirements. The Contractor shall provide suitable facilities, equipment, and operations as required by the RFP and described in the Proposal. *See* RFP in totality, including Part 3 – The Proposal.

ARTICLE II – COMPENSATION AND PAYMENT

Section 2.1 – Compensation

a. In full consideration of the goods and services specified in the RFP and the Proposal, the Commission agrees to pay, and the Contractor agrees to accept, compensation in accordance with the prices and rates set forth in the Proposal, unless otherwise stated herein. Total payments under this Contract shall not exceed \$23,482,875.20.

b. Each year, the Program’s proposed laboratory budget and intended research budget must be reviewed and pre-approved by the Commission’s Equine Medical Director before it may be implemented.

Section 2.2 – Payment

The Contractor shall submit invoices to the Commission as required by Section 6.6 of the RFP.

Payment of an invoice under this Contract will be in accordance with New York State Prompt Payment Law (Article 11-A of New York State’s State Finance Law). Payment for services will be made upon completion of the services, in accordance with the terms of the RFP and this Contract, and upon receipt by the Commission of a proper invoice.

Should the Commission direct any part or total imposed assessment of racetracks pursuant to Racing Law § 902(3) to be paid to the Contractor pursuant to Racing Law § 902(4), the Contractor shall accept such payment as payment of the Contractor’s services, as if the payment had been made directly by the Commission to the Contractor. Additionally, the Contractor shall provide a credit to the Commission on the invoice immediately following the assessment payment for all amounts received from any such assessment payment, along with an itemized accounting of the source of funds.

Any funds due the Commission as a result of overpayment to the Contractor, which shall include funds from an assessment payment that result in an overpayment to the Contractor, shall be applied to the first invoice, and any consecutive invoices, as a credit, until such funds due the Commission have been exhausted.

ARTICLE III – TIME AND MANNER OF PERFORMANCE

Section 3.1 – Term of Contract

This Contract shall be in effect July 1, 2025, and be in effect for three years. As determined by the Commission, the three-year period may be extended for two additional one-year periods. There will be no adjustment to the pricing provided in Attachment 2 – Pricing Proposal during the three-year term or any extended term.

Section 3.2 – Personnel, Equipment and Supplies

The Contractor shall provide all resources, personnel, equipment and supplies necessary to perform the services set forth in the RFP, the Proposal, and this Contract.

Section 3.3 – Standards of Performance

The Contractor warrants that it possesses the experience, knowledge, character, accreditations, and licenses necessary to perform the scope of work described in the RFP, Proposal, and this Contract. The Contractor shall perform such services in a competent and professional manner to the satisfaction of the Commission.

Section 3.4 – Reports

The Contractor shall provide all reports set forth in the RFP, the Proposal, and this Contract.

ARTICLE IV – CONFLICTS OF INTEREST

In addition to the requirements and authority of the Conflicts of Interests provisions within Section 7.11 of the RFP, the Commission and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The Commission will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the Commission, a real or potential conflict of interest cannot be cured.

ARTICLE V – REQUIRED CERTIFICATIONS

State Finance Law §§ 139-j and 139-k Certification

By execution of this Contract, the Contractor certifies that all information the Contractor has provided to the Commission with respect to New York State’s State Finance Law §§ 139-j and 139-k is complete, true, and accurate.

ARTICLE VI – APPROVALS AND MUTUAL COOPERATION

Section 6.1 – Approvals Required

This Contract and any amendment of this Contract shall not be effective and binding upon the

Commission, the State of New York, or the Contractor unless and until approved by the Commission and the New York State Offices of the Attorney General and the State Comptroller. The Commission agrees to exercise its best efforts to obtain such approvals.

Section 6.2 – Mutual Cooperation

The parties agree to cooperate fully and in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish the objectives outlined in the RFP and Proposal.

ARTICLE VII – SUSPENSION OR TERMINATION

a. In addition to the circumstances and authority outlined within the RFP and this Contract, the Commission’s Executive Director reserves the right to suspend any or all activities under this Contract, at any time, when the Commission’s Executive Director discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. The Contractor activity may resume at such time as the Executive Director issues a written notice authorizing a resumption of performance under the Agreement.

b. In addition to the circumstances and authority outlined within the RFP and this Contract, the Commission shall have the right and option to terminate this Contract for convenience, or for any of the following causes as determined by the Commission’s Executive Director:

- i. A material breach by the Contractor, or any Subcontractor, of any of the provisions of this Contract;
- ii. A determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;
- iii. A good faith determination by the Commission that continuation of the Contract could place the integrity of the Commission in jeopardy; or
- iv. A conviction of the Contractor or any of its directors, officers, or employees, of any criminal offense connected to the Contractor’s business which, in the sole reasonable opinion of the Commission’s Executive Director, would be prejudicial to public confidence in the Commission;
- v. An action pursuant to that supersedes the Commission’s authority to conduct equine Drug testing as provided for under this Contract;
- vi. The certification filed by Contractor in accordance with New York State’s State Finance Law § 139-k was intentionally false or intentionally incomplete;

vii. The Contractor is nonresponsible or non-responsible;

viii. The Commission's Executive Director determines material change in circumstances or failure of the Commission to make payments pursuant to the Agreement.

c. If the Commission exercises the right to terminate this Contract for cause, the Commission shall give the Contractor advance written Notice of Intention to Terminate for Cause ("Notice"). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to attempt to correct or cure the cause so described to the reasonable satisfaction of the Commission. If the Commission is satisfied that the cause is corrected or cured within such 30 days, such Notice shall be deemed withdrawn and a nullity. If the Commission is not satisfied that the cause has been corrected or cured within such 30 days, the Contract shall be deemed terminated. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph (a) of this Article 8, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such thirty (30) day period.

d. Except as otherwise addressed within the RFP and this Contract, the Contractor may terminate this Contract upon thirty days (30) written notice in the event there is a material change in circumstances or failure of the Commission to make payments pursuant to the Contract. In such event, the Contractor shall be reimbursed for all undisputed expenses and all non-cancelable commitments incurred prior to notification of termination of the Contract.

e. In any such suspension or termination event, the Executive Director may complete the contractual requirements in any manner the Executive Director deems advisable and may pursue any and all available legal or equitable remedies for breach.

f. Whether termination of the Contract by the Commission is invoked for cause or convenience, the Commission shall pay the Contractor for undisputed services rendered prior to the effective date of termination and the Contractor shall provide to the Commission all records relating to services provided.

ARTICLE VIII – MISCELLANEOUS

Section 8.1 – Notices

All notices required by this Contract shall be sufficient if in writing and sent by certified mail return receipt requested and all other communications shall be sufficient if communicated in writing to the following addresses or to such other addresses as may be designated from time to time by the parties in writing:

a. As to the Commission:

Executive Director

New York State Gaming Commission
 354 Broadway
 P.O. Box 7500
 Schenectady NY 12301-7500

- b. As to the Contractor:
 Jennie Bowden, Executive Director
 101E Main Street, P.O. Box 901
 Brooks Hall, 2nd Floor
 Morrisville, NY 13408

Section 8.2 – Change of Circumstances

Both Parties acknowledge that the Program is subject to numerous New York laws including, but not limited to, the Racing Law and the New York Tax Law. Both Parties agree that should any law be enacted during the term of the Contract that alters the funding of the program, alters the requirement to use a contractor that is “a state college or at a land grant university within this state” or otherwise substantially changes the testing requirements or other terms of the Contract, both parties agree to negotiate in good faith to amend such Contract to comply with the requirements of the law or terminate the Contract at the request of either party.

Further, notwithstanding any other terms set forth in this Contract, should the Horseracing Integrity and Safety Authority, or any other entity, assume any or all of the equine Drug testing and/or investigative responsibilities in New York State, the Commission may terminate or amend this Contract accordingly. If the Commission elects to terminate the Contract, the Commission shall be refunded any unearned portion of the total compensation paid, pro-rated as of the last date of the Contractor’s performance under the Contract. The Commission shall not be liable for any compensation to the Contractor beyond the date of termination of the Contract.

Section 8.3 – Order of Precedence

Any conflict between the provisions of this Contract and the documents incorporated herein shall be resolved according to the following order of precedence, from the highest to the lowest:

- a. Appendix A – Standard Clauses for New York State Contracts, dated June 2023;
- b. Any addenda and amendments to the Contract;
- c. The Contract;
- d. Clarifications and amendments to the RFP;

- e. The RFP; and
- f. the Proposal.

Section 8.4 – General

- a. This Contract constitutes the entire agreement between the parties and no statement, promise, condition, understanding, inducement or representation, oral or written, express or implied, that is not contained herein shall be binding or valid.
- b. No delegation of any duties under this Contract shall be binding upon the Commission until the Commission has given written consent to such delegation; nor shall assignments of rights to monies due or to become due under the Contract be permitted to any individual or business organization other than the Consultant, except by express written consent of the Commission.
- c. A waiver of enforcement of any provision of this Contract shall not constitute a waiver of any other provision of this Contract nor shall it preclude the affected party from subsequently enforcing such provision.
- d. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, but shall remain binding and effective as against all parties hereto.
- e. The headings contained in this Contract are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Contract.
- f. This Contract shall not be assigned nor otherwise transferred by either party without prior written consent of the parties.
- g. This Contract may be executed in counterparts, each of which shall be deemed an original. Executed copies of this Contract may be sent as PDF copies by email and any signatures thereon shall be considered for all purposes to be binding as originals.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed by its duly authorized officers or representative, to take effect as of the date of execution by the Office of the New York State Comptroller.

Approved by:

Morrisville Auxiliary Corporation

By: Jimmy Gora

Title: Executive Director

Date: 6/10/25

NEW YORK STATE
GAMING COMMISSION

By: [Signature]

Title: EXECUTIVE DIRECTOR

Date: 10 June 2025

OFFICE OF THE NEW YORK STATE
ATTORNEY GENERAL

By: _____

Title: _____

Date: _____

OFFICE OF THE NEW YORK STATE
COMPTROLLER

By: _____

Title: _____

Date: _____

	APPROVED
	DEPT. OF AUDIT & CONTROL
	Jun 27 2025
	James M. Iwaneczko
	FOR THE STATE COMPTROLLER

Acknowledgement Required on the following page:

CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate. Also, the Consultant affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law Sections 139-j(3) and 139-j(6)(b).

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

State OF New York }
 : SS.:
COUNTY OF Madison }

On the 10th day of June in the year 2025, before me personally appeared Kennifer Bowden, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at

2435 Duane Rd.
Town of New Woodstock, County of Madison,
State of New York; and further that:

[Check One]

If an individual): he/she executed the foregoing instrument in his/her name and on his/her own behalf.

X If a corporation): he/she is the Executive Director of Morrisville American Corporation, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

If a partnership): he/she is the _____ of _____ the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

If a limited liability company): he/she is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that he/she is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Michelle M. Jones (Bishton)

Notary Public
Registration No. 01J06218606

State of: New York

Michelle Marie Jones (Bishton)
Notary Public, State of New York
Registration No. 01J06218606
Qualified In Madison County
Commission Expires March 8, 2026

From: [Stark, Seth \(GAMING\)](#)
To: [Maggi, Benjamin](#)
Subject: RE: Approved - RE: 1 of 8 GAM01-C202502-1410000 Between NYS Gaming Commission and Morrisville Auxiliary Corporation for Equine Drug Testing
Date: Friday, June 13, 2025 7:01:00 AM

Thank you again for your help. I hope you have an enjoyable weekend.

From: Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>
Sent: Friday, June 13, 2025 7:00 AM
To: Stark, Seth (GAMING) <Seth.Stark@gaming.ny.gov>; Contract Approval <contractapproval@ag.ny.gov>
Subject: Approved - RE: 1 of 8 GAM01-C202502-1410000 Between NYS Gaming Commission and Morrisville Auxiliary Corporation for Equine Drug Testing

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Approved as to Form: 6/13/2025 by Benjamin Maggi
Received: 6/11/2025

OAG: CAS please file and enter. "P" Amount: 23,482,875.20

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Benjamin L. Maggi
Section Chief
Contract Approval Section
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

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From: Stark, Seth (GAMING) <Seth.Stark@gaming.ny.gov>
Sent: Wednesday, June 11, 2025 2:22 PM