Worksite Memorandum of Understanding (MOU)

This Memorandum of Understanding ("MOU") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Labor, Licensing & Consumer Affairs ("Department"), located at Building 17, North County Complex, 725 Veterans Memorial Highway, Hauppauge, New York 11788; and Suffolk County Community College ("Contractor"), having its principal place of business at 533 College Road, NFL Building / Room 230, Selden, NY 11784.

The parties hereto desire to make available for eligible Suffolk County residents an employment and training program that includes work experience under the Workforce Investment Act, the Suffolk Works Employment Program, and/or other pertinent programs administered by the Department, and to establish the conditions, limitations and work rules to be observed by the Contractor and the Department under this MOU. This MOU is being entered into in accordance with Suffolk County Local Law No. 15-1993, as further described in paragraph 2 of Article I.

Term of MOU: July 1, 2013 through June 30, 2017, unless sooner terminated as provided for herein.

Total Cost of MOU: No payments to Contractor.

Terms and Conditions: Shall be set forth in Articles I through V and Exhibits 1 through 8 attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Contract as of the latest date written below.

Suffolk County Community College

By: 

Name: Dr. Shaun McKay 
Title: President 
Fed. Tax ID #11-6000464 
Date 6/17/13 
Dr. Shaun McKay, hereby certifies under penalties of perjury that I am an officer of Suffolk County Community College, that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Suffolk County Community College meets all requirements to qualify for exemption thereunder. 

By: 

Name: [Signature] 
Date 6/17/13 

Approved as to Legality: 
Dennis M. Brown 
County Attorney 

By: 

Name: Jessica H. Hogan 
Title: Assistant County Attorney 
Date: 4/18/13 

COUNTY OF SUFFOLK

By: 

Name: Dennis M. Cohen 
Title: Chief Deputy County Executive 
Date 7-31-13 

Approved: Department of Labor, Licensing & Consumer Affairs

By: 

Name: Samuel Chu 
Commissioner 

Date: 7/9/13
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Article I

Description of Services

Whereas, the Department is responsible for carrying out programs pursuant to the federal Workforce Investment Act of 1998 ("WIA"), including programs related to the job training; and

Whereas, the goals of the WIA are, among other things, to assist job seekers in obtaining the services and skills they need to improve their employment opportunities through qualified training programs and placement at worksites; and

Whereas, the Department is also responsible for carrying out programs pursuant the Personal Responsibility Work Opportunity Reconciliation Act of 1996, which was enacted as part of a national effort to end the federal guarantee of cash assistance for welfare recipients; and

Whereas, New York State also has authority to administer their own public assistance programs and provide funds under block grants for Temporary Assistance to Needy Families ("TANF"); and

Whereas, pursuant to these state and federal laws and the Suffolk Works Employment Program ("SWEP"), in order maintain certain social service and public assistance benefits, individuals must engage work experience, through which they work at designated worksite and gain job skills in exchange for continuance of benefits ("Work Experience" or "Work Experience Program").

Whereas, the Department administers the WIA and SWEP Work Experience Program for Suffolk County; and

Whereas, the Contractor is willing to serve as a worksite where Trainees, as that term is defined herein, may obtain Work Experience.

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

I. Services

a. The Contractor shall provide Work Experience at the Contractor’s worksites (the “Services”) to Trainees as defined herein. Work Experience, shall include, but not necessarily be limited to, providing work experience to Trainees and providing on-the-job training in regard to what is expected from Trainees in relation to job and professional work skills.

b. The Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), certificates(s), certifications(s), registration(s), license(s), permit(s) or other approval(s) required by the State, County or other authorities for the Services provided.
2. Work Experience Participation

This MOU is being entered into in accordance with Suffolk County Local Law No.15-1993. The Contractor, in one or more other agreements it has executed with the County, has agreed to enter into this MOU. Such other agreement(s) contain the following terms and conditions:

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this MOU shall be a work-site for public-assistance clients of Suffolk County pursuant to Local Law No.15-1993 at all times during the term of this MOU. If no MOU with the Suffolk County Department of Labor for work experience is in effect at the beginning of the term of this MOU, the Contractor, if it is a nonprofit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of this MOU and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with this MOU, for which the County may withhold payment, terminate this MOU or exercise such other remedies as may be appropriate in the circumstances.

3. Trainees

For the purpose of this MOU, a Trainee shall be defined as a participant, as designated by the Department, in the Work Experience Program under WIA and/or SWEP.

4. Interview and Notification of Hire

a. The Department shall refer Trainee(s) to the Contractor for an interview.

b. If the Contractor determines to hire a Trainee(s), the Contractor shall notify the Department in such time and manner as may be required or directed by Department, but in no event shall such notification occur later than five (5) business days after the Contractor's determination to hire.

5. Reports, Attendance Records, and Evaluations

a. The Contractor shall provide both written and oral reports, as may be requested by the Department, regarding the Services. The Contractor shall prepare reports in such form(s) and deliver them at such time(s) as directed by the Department. All reports shall be made available to the Department in electronic format.

b. The Department may, at its sole discretion, require the Contractor to submit documentation, in such form and type as the Department directs, relating to the Services, including, but not limited to, documents related to Trainee attendance at the Work Experience Program (e.g., attendance sheets) and evaluation of Trainee's progress and/or performance in the Work Experience Program.
6. Work Experience Credit

a. Trainees under TANF and other Social Service Programs

Trainees that participate in the Work Experience Program pursuant to TANF and/or other Social Service programs and who are in compliance with all federal and state regulations, as determined and documented by the Department, shall be credited for work performed.

b. Trainees under the WIA Youth Program.

The wages of Trainees that participate in the Work Experience Program pursuant to the WIA Youth Program and who are in compliance with all federal and state regulations, as determined and documented by the Department, shall be subsidized by the Department through WIA grant.

c. Payroll Procedures/Fringe Benefits

Any WIA Trainees that may be entitled to wages under the applicable federal/state program shall be paid by the Department through the Suffolk County biweekly payroll system. Public Assistance recipients obtaining work experience will be credited for work performed at the minimum wage. The Contractor shall maintain individual records of time worked by Trainees on time sheets approved by the Department. Time records shall be maintained on a daily basis and shall document actual hours worked. Proper maintenance of time cards shall be the responsibility of the Contractor. The Contractor shall ensure that records are properly completed and validated, by signature of the Trainee and the worksite supervisor, within collection procedures and time frames established by the Department for processing of input documents through the payroll system and/or the Department of Social Services database. Trainees in wage paying programs shall be paid no less than the Federal or State minimum wage, whichever is greater.

Trainees shall work in those occupational titles identified by the Contractor and approved by the Department. Fringe benefits provided by the Department shall include, as appropriate and applicable, FICA, Workers' Compensation, General Liability, Unemployment Insurance and other such benefits as are determined by the Department to be in accordance with local law and relevant Federal and State regulations.

7. Working Conditions

Health and safety standards established under State and Federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of Trainee(s). Where Trainees are engaged in activities not covered under the O.S.H.A. of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the Trainee’s health or safety.
8. Reporting of Injuries

In the event that a Trainee is injured and the injury either causes the Trainee to lose time at work or to obtain medical attention, the Contractor must immediately notify the Department of the injury by phone.

Within one working day, the Contractor must provide to the Department a written report of the injury on letterhead paper and containing information as to:

a. Name of the Trainee.

b. When, where, how and why the injury occurred.

c. Nature of the injury.

d. Witnesses to the injury.

e. Whether the Trainee was sent home, to a hospital or to a physician.

f. If medical treatment was given, the name and address of the physician.

g. The name, title and phone number of the person who prepared the report.

If the immediate supervision of the Trainee is provided by the Department, the above-mentioned items shall be the responsibility of the Department's on-site supervisor.

9. Termination of Trainees

Trainees may be terminated by the Contractor for reasonable cause at any time during the term of this MOU following verbal approval by the Department. When appropriate, prior to termination which is deemed necessary by the Contractor, Trainees shall be granted reasonable opportunity for correction of attitudes or improvement of performance. Following termination of a Trainee, a full bill of particulars should be submitted to the Department at the above-stated address within two (2) weeks of the termination date.

10. Responsibility for Wrongful Termination

In the event that it is determined that the Contractor terminated or suspended a Trainee without just cause, and/or in violation of any federal, state, or local laws, then the Contractor, at its sole cost and expense shall make payment to the Trainee of any award to which the Trainee may be entitled under applicable laws and/or program requirements.

11. Contractor Assurances and Certification

The Contractor certifies:

a. That sufficient staff and administrative capability is available to operate the activities of the applicable employment and training programs.
b. That only time actually worked by a Trainee shall be certified on his/her time sheet, and that a current time sheet shall be maintained for each Trainee.

c. That there is sufficient, meaningful work to occupy all the Trainees assigned during the hours they are at the site.

d. That worksite supervisors shall attend training sessions, provided by the Department, as appropriate.

e. That Trainees are adequately protected against hazards or activities which may adversely affect their health or safety.

f. That any special clothing, specific tools or equipment which may be required for the Trainees to perform the work assigned shall be provided by the Contractor.

12. Maintenance of Effort

The Contractor shall ensure that:

a. No Trainees shall be used to replace or perform any work ordinarily and actually performed by regular employees (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits), or to replace or to perform any work which would ordinarily be performed by craft or trade unions in private employment.

b. No program shall impair existing contracts for services or collective bargaining agreements.

c. No Trainee shall be employed or job opening filled (1) when any individual is on layoff from the same or a substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the effect of filling the vacancy so created by hiring a Trainee.

d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

e. Work performed by Trainees under this Memorandum of Understanding shall only be in addition to work which would otherwise be provided by the Contractor without assistance under the applicable program.

f. The work experience assignment shall not result in the filling of any established unfilled position vacancy by a Trainee.

13. Union Concurrence

When an activity authorized by the Department would be inconsistent with a collective bargaining agreement, written union concurrence must be obtained before placement of the Trainee(s) in the Contractor's organization.
14. Compliance with the Worksite Manual

The Contractor shall comply with the requirements of the applicable Worksite Manual. The Contractor hereby certifies and acknowledges having had the opportunity to review the manual and understands the applicable requirements, as well as the terms therein specified, and agrees to adhere to and comply with them.

15. Self-Monitoring

The Contractor shall establish procedures to ensure compliance with WIA, and all other applicable laws, regulations, and with the provisions of this MOU. Such procedures shall be subject to the review and approval of the Department.

16. Laws, Rules and Regulations

The Contractor shall comply with all applicable federal, state and local laws, rules, and regulations which deal with or relate to the employment of persons who perform work or are trained under this MOU, including, but not limited to, the Workforce Investment Act (WIA) of 1998, subsequent amendments, and the regulations and policies thereunder, the provisions of the various public assistance employment programs, the provisions of the Fair Labor Standards Act, the Equal Opportunity Clauses of the Civil Rights Act of 1964 and any subsequent amendments, and the health and safety standards established under State and Federal law and applicable to the working conditions of Trainees.

17. Fraud, Abuse and Other Criminal Activity

For programs funded under the WIA, all information and complaints involving fraud, abuse, other criminal activity, or violations of law, shall be reported directly and immediately to the:

Office of the Inspector General  
United States Department of Labor  
Room S-5506  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

18. Screening of Personnel

If (i) the Contractor performs or provides day care services (whether or not it has a contract with the Suffolk County Department of Social Services) and (ii) the activities of the Trainees under this MOU may be anticipated to bring them into contact with children receiving day care services, the Contractor shall comply with the requirements of Local Law No. 1-1985, as amended (Suffolk County Code Chapter 256) as now in effect or as amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this MOU with regard to the screening of personnel in connection with day care services.

19. Political Activities

It is agreed that the work performed under this Memorandum of Understanding shall in no way or to any
extent be used in the conduct of political, partisan or election campaign activities, nor shall any Trainee be selected, rejected, promoted or discriminated against in any way based on political belief or affiliation.

20. Sectarian Activities

The Contractor agrees that Trainees shall not be utilized on the construction, operation or maintenance of any portion of any facility as is used or to be used for sectarian instruction or as a place of religious worship. Additionally, no Trainees shall be placed in any capacity to free any other person for the performance of such duties or activities.

21. Certifications

Together with this MOU and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the Department the Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters, and the Drug-Free Workplace Requirements, attached to this MOU as Exhibit 8. The Contractor shall promptly advise the County of any material change in Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions, as required by Federal Department of Labor Regulations. The Contractor shall promptly advise the County of any material change in any of the information reported on such Certification(s) and shall otherwise comply with, and shall assist the County in complying with, said Regulations as now in effect or as amended during the Term of the MOU.

22. State Liability

Unless the Contractor is a department or agency of the State of New York, the State of New York is not a party to this MOU and has no legal liability thereunder, either under the terms and conditions stipulated herein, or with regard to any such liability, legal actions, or disputes as may arise under this Memorandum between the Department and the Contractor.

23. Conflict of Interest/Nepotism

No individual may be placed in a WIA, TANF, SWEP, or other program employment activity, including, but not limited to, the Work Experience Program, if a member of that person's immediate family is directly supervised by or directly supervises that individual. Immediate family shall include wife, husband, daughter, son, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild. To avoid conflict of interest, the Contractor agrees that no Trainee will be hired under this MOU who is a member of the immediate family of any person employed in an administrative or supervisory capacity by the Contractor.

24. Nondiscrimination & Equal Opportunity Assurance

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age
disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

25. Buy American Notice Requirement

The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the WIA will be American made.

26. Priority of Service for Veterans

Eligible veterans and their eligible spouses will receive priority over other eligible populations to any program or service for workforce preparation, development, or delivery that is directly funded, in whole or in part, by the United States Department of Labor. Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the Contractor agrees to comply with the Veteran's Priority Provisions.

End of Article I
Article II
Definitions

1. Meanings of Terms

As used herein:

“Audit of Financial Statements” means the examination by the Comptroller and any Federal or State auditing authority of the financial statements of the Contractor resulting in the publication of an independent opinion on whether or not those financial statements are relevant, accurate, complete, and fairly presented.

“Budget” means the Contractor’s summary or plan of all intended revenue, whether received in the form of fees, grants, County funding, or any other source, and expenditures necessary to render the Services.

“Budget Deficiency Plan” means an analysis of the cost of the Services, changes in fiscal conditions, and required modifications to the Contract to continue to render the Services.

“Comptroller” means the Comptroller of the County of Suffolk.

“Contract” means all terms and conditions of this Contract, forming all rights and obligations of the Contractor and the County.

“Contractor” means the signatory corporation, its officers, officials, employees, agents, servants, sub-contractors, and any successor or assign of any one or more of the foregoing performing the Services.

“County” means the County of Suffolk, its departments, and agencies.

“County Attorney” means the County Attorney of the County of Suffolk.

“Department” means the signatory department approving the Contract.

“Engineering Services” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“Event of Default” means

a. the Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(e) of Article III of the Contract; or

b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. the Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. the Contractor’s bankruptcy or insolvency; or

f. the Contractor’s failure to cooperate in an Audit of Financial Statements; or

g. the Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. the Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. the inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. any condition that the County determines, in its sole discretion, is dangerous.

“Federal” means the United States government, its departments, and agencies.

“Fringe Benefits” means non-wage benefits which accompany, or are in addition to, a person’s salary, such as paid insurance, sick leave, profit-sharing plans, paid
"Fund Source" means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

"Legislature" means the Legislature of the County of Suffolk.

"Management Letter" means a letter certified as true by the Contractor's certified public accountant or chief financial officer of findings and recommendations for improvements in internal fiscal control that were identified during an Audit of Financial Statements, but which were not required to be included in an audit report.

"Municipal Corporation" means a town, village, or school district.

"Services" means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in Article I "Description of Services."

"State" means the State of New York.

"Statement of Other Contracts" means a complete list of all other contracts under which money has been or will be paid to the Contractor from the County, Federal, or State governments, or a Municipal Corporation, and (i) which are currently in effect or (ii) which have expired within the past twelve (12) months and have not been renewed.

"Suffolk County Payment Voucher" means the document authorized and required by the Comptroller for release of payment.

"Term" means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

2. Elements of Interpretation

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.
Article III
General Terms and Conditions

1. Contractor Responsibilities

a. Duties and Obligations

i) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

ii) The Contractor shall promptly take all action as may be necessary to render the Services.

iii) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

iv) Services provided under this Contract shall be open to all residents of the County.

b. Qualifications, Licenses, and Professional Standards

i) The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

ii) The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

c. Notifications

i) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.

ii) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

iii) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor’s ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

d. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with sub-paragraphs (b) and (c) above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours’ notice.

e. Credentialing

i) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential,
registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization (“Certificate”), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit, or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

2. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days’ notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days’ notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 24 of this Article III.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) The County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County is released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County’s rights set forth in paragraph 8 of this Article III.
3. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees of salary costs of County employees of the Department of Law for the defense of any such suit.

4. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii. Automobile Liability insurance (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. Professional Liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best
d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County’s status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

g. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

5. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Contract, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

6. Severability

It is expressly agreed that if any term or provision of this Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

8. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County’s option to withhold from a Fund Source an amount no greater than any sum due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller’s audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

9. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the
Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual’s receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

i.) the Services to be provided; or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

10. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

11. Governing Law

The Contract shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

12. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

13. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

15. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.
16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as “Assignment”), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

17. Changes to Contractor

a. The Contractor may, from time to time, only with the County’s written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through

an exchange or over the counter):

1. the dissolution, merger, consolidation or other reorganization of the Contractor; and

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the “Transfer Notice”) shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer;

iii.) the name and address of the proposed transferee;

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee’s business and experience;

v.) all executed forms required pursuant to Article IV of the Contract, that
are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 24 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County’s consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and

ii.) such consent shall not be deemed consent to any further transfers.

18. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

19. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

20. Publications

Any book, article, report or other publication or printed matter related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by the County of Suffolk.”

21. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

22. Arrears to County

Contractor warrants that, except as may otherwise be
authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

24. Notice

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressee. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Article III
Article IV
Suffolk County Legislative Requirements

1. Contractor’s/Vendor’s Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract’s duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled “Contractor’s/Vendor’s Public Disclosure Statement”

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:
Suffolk County Living Wage Form LW-1; entitled “Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract).”

Suffolk County Living Wage Form LW-38; entitled “Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit.”

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:**
Suffolk County Labor Law Form DOL-LO1; entitled “Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit.”

**4. Lawful Hiring of Employees Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.
Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled “Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring Of Employees.”

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled “Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees”

Suffolk County Lawful Hiring of Employees Law Form LHE-6; entitled “Notice of Non-Applicability For Compliance With Federal Law (8 U.S.C. Section 1324A) With Respect To Lawful Hiring Of Employees.”

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under “Nonresponsible Bidder.”

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.
10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Article IV
Article V
General Fiscal Terms and Conditions

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.

d. Budget Modification

i.) The parties shall use the Contract Budget Modification Request form ("Budget Modification") for revisions to the Budget and Services not involving an increase to the total cost of the Contract. The Contractor shall submit to the County the Budget Modification proposed revisions for either Budget or the Services. Such request must be made in advance of incurring any expenditure for which the revision is needed.

ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget Modification form. The Contractor shall return it to the County for execution.

iii.) Upon complete execution of the Budget Modification form, the County shall return a copy to the Contractor. The revision shall not be
effective until the Budget Modification is completely executed.

iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted prior to November 15th of that year.

e. Budget and/or Services Revisions

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget/Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County’s adopted annual budget, or for any other reason necessitating revisions to the Budget or Services.

ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget/Services Revisions form. The Contractor shall return it to the County.

iii.) Upon complete execution of the form by the parties, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget/Services Revisions is completely executed.

f. Taxes

The charges payable to the Contractor under the Contract are exclusive of federal, state, and local taxes, the County being a municipality exempt from payment of such taxes.

g. Final Voucher

The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher shall operate as and shall be a release of the County from all claims by the Contractor.

2. Subject to Appropriation of Funds

a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

c. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures

a. Upon request, the Contractor shall submit to the County a current copy, certified by the Contractor as true and accurate, of its
i.) salary scale for all positions listed in the Budget;

ii.) personnel rules and procedures;

iii.) pension plan and any other employee benefit plans or arrangements.

b. The Contractor shall not be entitled to reimbursement for costs under any pension or benefit plan the Comptroller deems commercially unreasonable.

c. Notwithstanding anything in this paragraph 3 of this Article V, the County shall not be limited in requesting such additional financial information it deems reasonable.

4. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph b. below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

c. The Contractor shall utilize the accrual basis of accounting and will submit all financial reports and claims based on this method of accounting during the Term.

5. Audit of Financial Statements

a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or otherwise.

b. The provisions of this paragraph shall survive the expiration or termination of the Contract.

6. Financial Statements and Audit Requirements

a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the “Auditor”) to audit its financial statements for each Contractor’s “fiscal year” in which the Contractor has received, or will receive, three hundred thousand ($300,000.00) dollars or more from the County, whether under the Contract or
other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

b. The Auditor should be required to meet the following minimum requirements:

i.) a current license issued by the New York State Education Department;

ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and

iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.

c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.

d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand ($500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report (“Single Audit Report”) must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.

e. The Contractor must submit to the County a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor’s fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.

f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor’s fiscal year, to which the audit relates.

g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.

h. The provisions of this paragraph shall survive the expiration or termination of the Contract.
7. Furniture, Fixtures, Equipment, Materials, Supplies

a. Purchases, Rentals or Leases Requiring Prior Approval

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars ($1,000.00) per unit for which the Contractor will seek reimbursement from the County, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new or like new unless specifically described otherwise in the Budget.

b. Purchase Practices/Proprietary Interest of County

i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.

ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.

III.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.

iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

c. County’s Right to Take Title and Possession

Upon the termination or expiration of the Contract or any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of the Contract, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing of the judgment, the County shall have the right to take title to and possession of all furniture, removable fixtures, equipment, materials, and supplies and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor.

d. Inventory Records, Controls and Reports

The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to the Contract and all prior agreements between the parties, if any. Three (3) months before the expiration date of the Contract, the Contractor shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the Contractor on a form or forms designated by the County, certified and signed.
by an authorized official of the Contractor, and one (1) copy thereof shall be delivered to the County within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination or expiration date of the Contract, the Contractor shall submit to the County six (6) copies of the same report updated to such date of the Contract, certified and signed by an authorized official of the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid expiration date, and revised, if necessary, to include any inventory changes during the last three (3) months of the Term.

e. Protection of Property in Contractor’s Custody

The Contractor shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, material or supplies in its custody against damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. In the event of burglary, theft, vandalism, or disappearance of any item of furniture, fixtures, equipment, material or supplies, the Contractor shall immediately notify the police and make a record thereof, including a record of the results of any investigation which may be made thereon. In the event of loss of or damage to any item of furniture, fixtures, equipment, materials, or supplies from any cause, the Contractor shall immediately send the County a detailed written report thereon.

f. Disposition of Property in Contractor’s Custody

Upon termination of the County’s funding of any of the Services covered by the Contract, or at any other time that the County may direct, the Contractor shall make access available and render all necessary assistance for physical removal by the County or its designee of any or all furniture, removable fixtures, equipment, materials or supplies in the Contractor’s custody in which the County has a proprietary interest, in the same condition as such property was received by the Contractor, reasonable wear and tear excepted. Any disposition, settlements or adjustments connected with such property shall be in accordance with the rules and regulations of the County and the State of New York.

8. Lease or Rental Agreements

If lease payments or rental costs are included in the Budget as an item of expense reimbursable by the County, the Contractor shall promptly submit to the County, upon request, any lease or rental agreement. If during the Term, the Contractor shall enter into a lease or rental agreement, or shall renew a lease or rental agreement, the Contractor shall, prior to the execution thereof, submit such lease or rental agreement, to the County for approval.

9. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County, which shall be attached as an exhibit to the Contract. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall attach a then current Statement of Other Contracts.

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County’s Obligations

The maximum amount to be paid by the County is set forth on the first page of the Contract.

b. Duplicate Payment from Other Sources

Payment by the County for the Services shall not duplicate payment received by the Contractor from any other source.

c. Funding Identification

The Contractor shall promptly submit to the County upon request, a schedule for all programs funded by the County, itemizing for each such program the sums received, their source and the total program budget.
Outside Funding for Non-County Funded Activities

Notwithstanding the foregoing provisions of the Contract, it is the intent of the County that the terms and conditions of the Contract shall not limit the Contractor from applying for and accepting outside grant awards or from providing additional educational activities/services which may result in the Contractor incurring additional costs, as long as the following conditions are met:

i.) The County is not the Fund Source for the additional services;

ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services;

iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.

iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County’s satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

Potential Revenue

The Contractor shall actively seek and take reasonable steps to secure all potential funding from grants and contracts with other agencies for programs funded by the County.

Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

Denial of Aid

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County’s obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County,
payable to the Suffolk County Treasurer.
The provisions of this subparagraph shall
survive the expiration or termination of
the Contract.

h. Budget

The Contractor expressly represents and
agrees that the Budget lists all revenue,
expenditures, personnel, personnel costs
and/or all other relevant costs necessary to
provide the Services.

i. Payment of Claims

Upon receipt of a Suffolk County Payment
Voucher, the County, at its discretion, may
pay the Contractor during the Term, in
advance, an amount not to exceed one
sixth (1/6) of the maximum amount to be
paid by the County set forth on the first
tabular page of the Contract.

j. Payments Limited to Actual Net
Expenditures

The Contractor agrees that if, for any
reason whatsoever, the Contractor shall
spend during the Term for the purposes set
forth in the Contract an amount less than,
or receive amounts more than, provided in
the Budget, the total cost of the Contract
shall be reduced to the net amount of
actual Contractor expenditures made for
such purposes. The total amount to be
paid by the County shall not exceed the
lesser of (i) actual net expenditures or (ii)
the total cost of the Contract on the cover
tabular page and in the Budget. Upon termination
or expiration of the Contract, if the
Contractor’s total amount of allowable
expenses is less than the total amount of
the payments made during the Term, the
Contractor shall prepare a check payable
to the Suffolk County Treasurer for the
difference between the two amounts and
submit such payment to the County, along
with the final Suffolk County Payment
Voucher.

k. Travel Costs

Reimbursement to the Contractor for
tavel costs shall not exceed amounts
allowed to County employees.

I. Attendance at Conferences

All conferences that are partially or fully
funded by the County that the Contractor’s
staff wishes to attend must be pre-
approved, in writing, by the County and
must be in compliance with Suffolk
County Standard Operating Procedure A-

m. Salaries

The Contractor shall not be eligible to
receive any salary reimbursement until
proof of deposit or payment of all
withholding and payroll taxes to the
Federal/State governments has been
provided to the County.

n. Salary Increases

No salary, wage, or other compensation
for the Services shall be increased over
the amount stated in the Budget without
the prior written approval of the County.

o. Contractor Vacancies

The County shall have the right of prior
approval of the Contractor’s filling of any
vacant position as of the date of execution
of the Contract or as may thereafter
become vacant, and, in the exercise of that
right. The County may promulgate
reasonable regulations involving filling of
vacancies which shall be deemed to be
incorporated by reference in, and be made
part of, the Contract, provided, however,
that subject to the availability of funding,
approval for the hiring of replacement
clerical shall be a Contractor
determination.

p. No Limitation On Rights

Notwithstanding anything in this Article
V to the contrary, the County shall have
available to it all rights and remedies
under the Contract and at law and equity.

q. Comptroller’s Rules and Regulations

The Contractor shall comply with the
“Comptroller’s Rules and Regulations
for Consultant’s Agreements” as
promulgated by the County Department
of Audit and Control and any
Amendments thereto during the Term.
The County shall provide the Contractor

IFMS No.

with a copy of any amendments to the
“Comptroller’s Rules and Regulations
for Consultant Agreements” during the
Term.

End of Article V

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CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicant should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement)" and representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

   As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

   (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

   (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement all certifications pursuant to such payments have been or will be filed as required under 34 CFR Part 82, Section 82.100(a-e).

   (c) The undersigned shall require that the language of the certifications referenced in 1(b) be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

   As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR part 85, Sections 83.105 and 85.110.

   A. The applicant certifies that it and its principals:

      (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department of agency;

      (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

      (c) Are not presently under indictment or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of the certification; and

      (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State and local) for cause or default; and

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

   As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

   A. The applicant that it will or will continue to provide a drug-free workplace by:

      (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

      (b) Establishing an on-going drug-free awareness program to inform employees about:

         I. The dangers of drug abuse in the

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workplace;

2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance program; and

4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace:

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement and;

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;

3. Taking appropriate personnel action against such employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

4. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with this specific grant:

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

[ √ ] Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

__Suffolk County Community College__

Name of Applicant/Grantee/Subgrantee

__Dr. Shaun McKay, President__

Printed Name and Title of Authorized Representative

[Signature]

6/17/15

Date

GM 50 (1-92) (rev. 8/15/11)
Suffolk County, New York
Department of Labor, Licensing & Consumer Affairs

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of “County Contractor” (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary’s business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: “Any employer that receives more than $50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above.”

Section I

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 H)

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made, I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II

The Union Organizing Law does not apply to this contract for the following reason(s): __________________________

Check if Applicable

No County Funds Expended
Suffolk County, New York  
Department of Labor, Licensing & Consumer Affairs

Section III
Contractor Name: Suffolk County Community College  
Federal Employer ID#: 11-6000464

Contractor Address: 533 College Road / NFL Building / Room 230  
Amount of Assistance

Selden, NY 11784  
Vendor #:

Contractor Phone # 451-4112

Description of project or service: [Handwritten: Work to be performed: participant]

Section IV
In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void ab initio.

Section V
I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature  
Dr. Shaun McKay, President

Print Name and Title of Authorized Representative  

Date 6/17/13

DOL-L.01 (12/12)
LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of ‘compensation’ (Living Wage Law Chapter 575 – 2) applies to the contractor’s/recipient’s business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than $50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk except contracts where services are incidental to the delivery of products, equipment or commodities which involve an expenditure equal to or greater than $10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not ‘compensation’ for the purposes of this definition."

Section I
The Living Wage Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County Living Wage Law (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than $11.25 ($9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise $13.12 ($10.50 for child care providers) per hour or at rates as may be adjusted annually in accordance with the Law. (Chapter 575-3 B)
I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 575-2)
I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 575-7 D)
The County Department of Labor, Licensing & Consumer Affairs shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 575-4 C)

Section II
The Living Wage Law does not apply to this contract for the following reason(s):

No County Funds Expended

Section III
Contractor Name: Suffolk County Community College
Contractor Address: 533 College Road / NFL Building / Room 230 Selden, NY 11784
Contractor Phone #: 451-4112

Federal Employer ID#: 11-6000464
Amount of compensation: 
Vendor #: 

Section IV
I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Dr. Shaun McKay, President
Print Name and Title of Authorized Representative

Date 6/17/13

DOL: LW38 (revised 1/13)
The Lawful Hiring of Employees Law does not apply to the covered employer, contractor or subcontractor, listed below. Please check the appropriate box to indicate the basis for non-applicability.

**Contractor Name:** Suffolk County Community College  
**Federal Employer ID#** 11-6000464

**Contractor Address:** 533 College Road/NFL Building/Room 230  
Selden, New York 11784

**Contractor Phone #:** 631-451-4112

**Description of project or service:** SWEP Worksite

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<td>1)</td>
<td>Recipients of compensation from the County, through any grant, loan, subsidy, agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is NOT one hundred percent (100%) funded by the County.</td>
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<td>2)</td>
<td>This law shall not apply to the subcontractors of not-for-profit corporations.</td>
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**Authorized County Signature**

**Date** 6/28/13

**Print Name and Title of Authorized County Representative**

Richard Krebs, Director

LHE-6  
(12/12)
SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

NOTICE OF NON-APPLICABILITY
OF LIVING WAGE LAW
Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By The Living Wage Unit

DATE:    July 2, 2013
TO:   William Kandell, Labor Technician
FROM:  Brenda Rosenberg, Director
TELEPHONE #:  (631) 853-3808
EMPLOYER: Suffolk County Community College
VENDOR #: 11-6000464                         REF.: Worksite

You are hereby notified that the response from Suffolk County Community College has been evaluated by the Living Wage Unit of the Suffolk County Department of Labor. We find that this employer is not covered by the Suffolk County Living Wage Law (Local Law #12-2001), and that the requirements of this law as currently constituted do not constrain this contractor at this time.

Brenda Rosenberg
Director of Living Wage Compliance
Suffolk County Department of Labor

LW-26
DATE:    July 2, 2013

TO:       William Kandell, Labor Technician

FROM:     Brenda Rosenberg, Director

TELEPHONE #:  (631) 853-3808

EMPLOYER:  Suffolk County Community College

VENDOR #:  11-6000464        REF.: Worksite

You are hereby notified that the submission from Suffolk County Community College has been received by the Lawful Hiring of Employees Unit of the Suffolk County Department of Labor. We find that this submission is complete and is in compliance with the requirements set forth by the Suffolk County Lawful Hiring of Employees Law (Local Law #52-2006).