Exhibit A

Suffolk County Memorandum of Understanding ("MOU")

Section I:  Parties to the MOU

A. Suffolk County Local Workforce Investment Board ("WIB")

James G. DiLiberto, Chair
Suffolk County Workforce Investment Board
725 Veterans Memorial Highway
Hauppauge, New York 11788

and

B. Suffolk County Community College

Louis Petrizzo, General Counsel
Suffolk County Community College
533 College Road
Selden, NY  11784

Section II:  Duration of Memorandum of Understanding and List of Exhibits

Term of Agreement:
Partner Contribution:
Partner Cost Allocation Plan:
Suffolk County Legislative Requirements:
Notices and Insurance Requirements:
Terms and Conditions:  

July 1, 2012 through June 30, 2016.  
Shall be set forth in Exhibit B, attached.  
Shall be set forth in Exhibit C, attached.  
Shall be set forth in Exhibit D, attached.  
Shall be set forth in Exhibit E, attached.  
Shall be as set forth in Exhibits A through E; attached hereto and made a part hereof.

Section III:  Administration of System

A. General Purpose Statement

The Suffolk County Workforce Investment Board ("WIB") was created in accordance with the Workforce Investment Act of 1998 ("WIA" or "Act"), which is federal employment and training legislation. The WIB was established to set policy and guidelines for the Workforce Investment Area in Suffolk County.

The Act mandates that all One-Stop Partners within a service delivery area enter into a Memorandum of Understanding, also known as the MOU, with the local WIB. The MOU must have the approval of the local chief elected official and must describe the following:
• Services to be provided through the One-Stop system
• How the service and system operating costs will be funded
• Methods of referral between the operator and Partners
• The duration of the MOU and procedures for amending
• And other appropriate provisions agreed to by the Partners

The Act mandates the creation of a One-Stop system to deliver employment services to jobseekers and businesses. The WIB’s vision of the One-Stop system is a demand-driven workforce investment system that is responsive to the economic development goals of Suffolk County, addresses the employment needs of businesses and jobseekers, and aligns the work of system partners toward common goals and outcomes. The WIB fully expects that the One-Stop system, as a principal component of the local workforce investment system, will execute this vision.

The Suffolk County Local Workforce Investment Area ("LWIA") One-Stop Workforce system embodies the following principles:

• Promotion of economic development by providing businesses with a qualified workforce and individuals with access to information, services, and training to find appropriate employment to achieve self-sufficiency.

• Integration of services for businesses and jobseekers to create a delivery system that meets the needs of both sets of customers.

• Leveraging of additional public and private resources to reduce duplication of effort and to augment One-Stop services:

• Maximizing the potential of the workforce by promoting lifelong learning and career ladder strategies.

• Encouraging creative program development innovations that can respond quickly to the workforce needs of the region.

• Promoting regional communication and coordination strategies with adjacent counties to reflect both businesses’ and jobseekers’ views of the local workforce investment area as well as regional economic realities.

B. Management of the One-Stop Career Center System

The WIB has selected the Suffolk County Department of Labor, Licensing & Consumer Affairs ("SCDOLLCA") to be the local One-Stop operator and the agency responsible for implementing the policies established by the WIB. The WIB has also selected the SCDOLLCA to execute the terms of this Agreement and reconcile the “Partner Cost Allocation Plan” on a quarterly basis as further described in Section VIII.
C. Locations Where Suffolk County Employment and Training Services will be Provided

Hauppauge
725 Veterans Memorial Highway
Hauppauge, NY 11788

Hauppauge
395 Oser Avenue
Hauppauge, NY 11788

Patchogue
160 South Ocean Avenue
Patchogue, NY 11772

Riverhead
300 County Center Drive
Riverhead, NY 11901

D. Ensuring Universal Access to the Suffolk County One-Stop System

One-Stop Career Centers are compliant with the Americans with Disabilities Act ("ADA") in terms of access and feature accommodations for individuals with disabilities. Requests for accommodations can be submitted to any One-Stop staff member or to the "Disability Program Navigator" located within the Center. Complaints regarding the implementation of an accommodation or a Center’s accessibility should be forwarded to the SCDOLLCA Deputy Commissioner responsible for ensuring compliance with ADA and Equal Employment Opportunity Issues.

Section IV: Services Offered Through the Suffolk County One-Stop System

One of the goals of the Suffolk County One-Stop system is to provide information about and access to all the mandated programs of the Act in a cohesive, effective manner. The chart below outlines the following:

- The mandated and non-mandated programs in the One-Stop system, as defined by the Act
- The local agency designated responsible for the program
- The targeted populations
- A brief description of the services provided

The rest of this Page intentionally left blank.
<table>
<thead>
<tr>
<th>Partner Agencies</th>
<th>Programs</th>
<th>Target Population</th>
<th>Services Provided</th>
</tr>
</thead>
</table>
| Suffolk County Department of Labor, Licensing & Consumer Affairs One-Stop Operator | WIA Title I  
- Adults  
- Dislocated Worker  
- Youth  
- PRWOA - Personal Responsibility and Work Opportunity Act (Welfare-to-Work) | Adults, dislocated workers, and youth | Career counseling  
- Labor market information  
- Job search assistance  
- Employment related services  
- Job placement  
- Paid work experience (Youth)  
- Leadership and life skills (Youth)  
- Vocational training  
- Displaced Homemakers |
| Economic Opportunity Council of Suffolk, Inc. | Community Service Block Grant | Youth (16-21) | Career planning  
- Leadership and life skills development  
- Job search assistance  
- Educational services  
- Job placement |
| CHP International, Inc. | WIA Title I  
- Job Corps | Youth (16-24) | Academic, vocational, and social skills training  
- Enrollment and post-completion follow-up |
| Urban League of Westchester County, Inc. | WIA Title V | Older workers – 55 and over | Job search and preparation assistance  
- Paid work experience  
- Job placement and follow-up assistance |
| New York State Department of Labor | WIA  
- Veterans  
- Wagner-Peyser  
- Unemployment Insurance  
- Trade Adjustment Assistance | Adults | Career counseling  
- Labor market information  
- UI general information  
- Job bank  
- Job search assistance  
- Employment related workshops  
- Job placement |
| Suffolk County Department of Economic Development and Planning | Housing and Urban Development | Individuals receiving housing assistance | Resident employment services  
- Job preparation and job search assistance  
- Job placement and follow-up  
- Training programs  
- Residential Business Enterprise Program |
| New York State Department of Education, ACCES-VR | Vocational Rehab | Individuals with disabilities | Vocational assessment  
- Vocational counseling  
- School to work transition  
- Job training and placement  
- Job follow-up |


<table>
<thead>
<tr>
<th>Partner Agencies</th>
<th>Programs</th>
<th>Target Population</th>
<th>Services Provided</th>
</tr>
</thead>
</table>
| PathStone                             | WIA Title I         | Low income families, economically depressed communities, and farm workers | • Job search assistance  
• Job placement                                            |
|                                       | • Migrant and Seasonal |                                                        |                                                        |
| New York State Department of Education | WIA Title II        | 16 years or older and not enrolled or required to be enrolled in school | • Adult education and literacy programs  
• ESL programs                                              |
|                                       | • Adult Education and Family Literacy |                                                        |                                                        |
| Suffolk County Community College      | WIA                 | Adults and Youth                                        | • Adult and continuing education  
• Degree programs  
• Financial aide services  
• Work study and scholarship information  
• Career counseling                                       |
|                                       | • Adult Education Carl Perkins  
• Vocational Ed. |                                                        |                                                        |
|                                       | VTEA  
CTEA  
ALE |                                                        |                                                        |
| Suffolk County Department of Social Services (Non-mandated) | TANF | Economically disadvantaged Adults | • Information regarding Temporary Assistance to Needy Families  
• HEAP energy assistance  
• Medicaid and Child Health Plus  
• Food stamps  
• Child care assistance  
• Transportation assistance |

All Partner Agencies (those agencies listed in the table above) are required to participate in the One-Stop system by either providing information about their programs to customers at the One-Stop Centers, providing access to their programs through on-site representation at the One-Stop Centers, or both. A more detailed description of services to be provided by each Partner can be found in Exhibit B.

Partner Agencies also agree to the following conditions:

Section V: Information Sharing

A. To the extent technically feasible, and in accordance with federal, state and local confidentiality laws and guidelines, as well as those confidentiality guidelines set forth in this Agreement, records of applicant assessments, services utilized, and outcomes will be shared between Partners. All information will be maintained and disclosed in compliance with applicable state and federal statutes and regulations.

B. To the extent technically feasible, connectivity or compatibility will be established with existing Partner data systems to accommodate on-site staff productivity.
Section VI: Confidentiality

A. In accordance with the Act, the following records maintained by the One-Stop Center(s) will be treated as confidential and not be made available to the public:

- information, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, including, but not limited to, home addresses, telephone numbers, and social security numbers; and

- trade secrets or commercial or financial information that is obtained from a person and is privileged or confidential.

Participant and other client information will be shared as appropriate among Partner Agencies and service providers for the purpose of enrollment, referral, or provision of services. All information will be maintained and disclosed in compliance with applicable state and federal statutes and regulations.

B. Release of information by customers for individual/identifying data between Partners must be voluntary and informed and shall not affect the provision of services a customer shall receive.

Section VII: Procedures for Discrimination Complaints, Grievances, and Disputes

A. Discrimination Complaints and other Grievances

- Discrimination complaints and other grievances of WIA participants and other interested parties affected by the One-Stop system will be handled in accordance with WIA Sections 184 and 188, pursuant to Workforce Investment Act Grievance and Discrimination Complaint Procedures 20 CFR 667.600-667.645 and 29 CFR 37.76-37.78.

- All individuals who use the One-Stop Centers are informed at orientation of their rights to file either a grievance or discrimination complaint. A facilitator explains and distinguishes both processes. The facilitator also explains the requirements of both procedures and allows attendees the opportunity to pose questions for clarification.

- Grievances are programmatic complaints. They are a means for individuals to express dissatisfaction with services, activities, or programs at the One-Stop Centers.

- Discrimination complaints are distinct from grievances in that they involve allegations pertaining to any of the protected classes (i.e., race, color, age, political affiliation, religion, sex, disability, or citizenship).

- Both processes also consist of investigatory and hearing processes pursuant to the aforementioned provisions. Lastly, both processes provide complainants with notice of determination, which also informs them of their right to an appeal on both the federal and state levels.
B. Dispute Resolution Between Parties to this MOU

The parties to this MOU shall first attempt to resolve all disputes arising from the provisions contained in this MOU informally and at the lowest applicable staff level. If dispute resolution is not accomplished, any party may call a meeting of the parties to discuss and resolve all such disputes formally. If the parties fail to resolve the dispute, the dispute shall be referred to the Chair of the One-Stop Committee of the WIB. Based on nature of the dispute, the Chair of the One-Stop Committee may consult with the Chair of the WIB to determine the next steps. The WIB or Committee, as the case may be, shall have final authority to resolve the issue.

Section VIII: Cost Allocation and Resource Sharing

The “Cost Allocation Plan” is based on the present structure of Suffolk County’s One-Stop system. Costs will be allocated based on each Partner’s share of the total shared center costs and shared system costs as described in Exhibit C – Partner Cost Allocation Plan. The reporting format will be developed by the SCDOLLCA Director of Finance.

A. WIB Costs

All Partners will share WIB costs equally; however Partners whose participants constitute less than 1% of the system’s overall shared customers will not be assigned a portion of these costs.

B. WIA/Wagner-Peyser Shared Costs (Core Services)

Costs of each center will be allocated based on the number of staff of each funding source. As such, Wagner-Peyser exclusive centers will be charged entirely to Wagner-Peyser while WIA exclusive centers will be charged entirely to WIA. Non-staff costs at centers that contain both WIA and Wagner-Peyser staff will be allocated between WIA and Wagner-Peyser based on the number of staff of each funding source at the center. Staff costs of each funding source will be charged directly to that funding source.

C. Other Programs

Other Partners with staff co-located within a One-Stop partners office will be charged a portion on non-staffing costs based on the number of their staff in the center/office.

D. Submission of Fiscal Data

All Partners must submit fiscal data to the SCDOLLCA Finance Department by the 25th of each month following the close of each quarter for proper timely fiscal allocation (i.e., April, July, October, and January). Partners will be notified of charges incurred for the preceding quarter within 2 weeks of fiscal data reporting. Data will be verified and payment (if applicable) submitted within 30 days.

Section IX: Severability

It is expressly agreed that if any term or provision of this MOU, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this MOU, 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 this MOU shall be valid and shall be enforced to the fullest extent permitted by law.

Section X: Merger; No Oral Changes

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

Section XI: Termination

Notwithstanding any provision of this Agreement to the contrary, any party to this MOU may terminate its participation in this MOU by giving not less than ninety (90) calendar days’ prior written notice of intent to terminate to each of the Partners.

Section XII: Suffolk County Legislative Requirements

To the extent applicable, the parties to this Agreement and the Partner Agencies agree to comply with the requirements set forth in Exhibit D, entitled “Suffolk County Legislative Requirements.

The rest of this Page intentionally left blank.

Signatures of the parties are set forth on the next page.
Section XIII: Signatures

The following signatures by the partners to this MOU confirm their acceptance of its terms.

[Signature]
Signature of Chair – Local Workforce Investment Board
James G. DiLiberto, Chair
Fed. Taxpayer ID# 11-6000464

[Signature]
Signature of Officer – Suffolk County Community College
Louis Petrizzo, General Counsel
Fed. Taxpayer ID# 11-6000464

[Signature]
Signature of Chief Deputy County Executive - County of Suffolk
Dennis M. Cohen
Fed. Taxpayer ID# 11-6000464

[Signature]
Signature of Commissioner – Suffolk County Department of Labor, Licensing & Consumer Affairs
Samuel Chu, Commissioner
and Vice Chair (Public Sector) – Workforce Investment Board

Approved as to Legality:
Dennis M. Brown, County Attorney by:

[Signature]
Signature of Assistant County Attorney - County of Suffolk
Jessica Hogan, Assistant County Attorney

11/15/13
Exhibit B:

Partner Contribution

Suffolk County Community College (SCCC), as a Partner with the Suffolk County Workforce Investment System, will provide the following services at the local One-Stop Centers:

- Outreach, support and guidance to vocational, career and technical education students prior to, during, or after their enrollment in non-credit and/or credit-related workforce education programs;
- Initial assessment of skill level, aptitudes, and abilities for said students prior to their enrollment in non-credit and/or credit-related workforce education programs;
- Information to said students concerning the performance and cost of career and technical programs.

The agreement for SCCC to Partner with the SCWIB and provide some of these core services is based on negotiations between SCCC and the local WIB One-Stop Committee. SCCC will provide these core services in cooperation with the local WIB through the College’s in-kind contributions as well as through funding provided to the College by its Perkins Grant and/or other WIC-funded grants.
### Exhibit C
Partner Cost Allocation Plan

## Cost Pool A

<table>
<thead>
<tr>
<th>Budgeted Facility Costs</th>
<th>Budgeted Amount</th>
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</thead>
<tbody>
<tr>
<td>Labor-Maintenance</td>
<td>$199,013.00</td>
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<tr>
<td>Heating Oil</td>
<td>$ 7,914.00</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 8,068.00</td>
</tr>
<tr>
<td>Electric, Water</td>
<td>$115,191.00</td>
</tr>
<tr>
<td>Cartage</td>
<td>$ 2,419.00</td>
</tr>
<tr>
<td><strong>Total Costs</strong></td>
<td><strong>$332,605.00</strong></td>
</tr>
</tbody>
</table>

| Total Square Feet                | 40,240           |
| Annual Cost per Square Foot      | **$ 8.27**       |

### Staff Space Required

<table>
<thead>
<tr>
<th>Allocation Method: Actual Sq. Foot</th>
<th>Sq. Ft/Staff</th>
<th>Cost/Sq. Ft</th>
<th>Staff FTE</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Dept. of Labor, Licensing &amp; Consumer Affairs</td>
<td>64</td>
<td>$8.27</td>
<td>18</td>
<td>$ 9,521.89</td>
</tr>
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<td>NY State Dept. of Labor</td>
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<td>$8.27</td>
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<td>$ 1,057.99</td>
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<tr>
<td>S.C. Dept. of Social Services</td>
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<td>$8.27</td>
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<td>$ 0</td>
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<tr>
<td>S.C. Dept. of Economic Development &amp; Planning</td>
<td>64</td>
<td>$8.27</td>
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<td>$ 0</td>
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<tr>
<td>Economic Opportunity Council</td>
<td>64</td>
<td>$8.27</td>
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<td>$ 0</td>
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<tr>
<td>CHP International</td>
<td>64</td>
<td>$8.27</td>
<td>0.1</td>
<td>$ 52.90</td>
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<tr>
<td>Urban League of Westchester County, Inc.</td>
<td>64</td>
<td>$8.27</td>
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<td>$ 0</td>
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<tr>
<td>NY State Dept. of Education – ACCESS-VR</td>
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<td>$8.27</td>
<td>0.1</td>
<td>$ 52.90</td>
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<td>$8.27</td>
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<td>$ 52.90</td>
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<td>S.C. Community College</td>
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<td>PathStone</td>
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<td>$ 0</td>
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* FTE – Full Time Equivalent
### Cost Pool B

<table>
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<tr>
<th>Universal Access/Common Space</th>
<th>Square Feet</th>
<th>Cost/Sq. Ft</th>
<th>Shared Cost</th>
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</thead>
<tbody>
<tr>
<td>Lobby</td>
<td>768</td>
<td>$8.27</td>
<td>$6,347.93</td>
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<tr>
<td>Resource Room</td>
<td>648</td>
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<tr>
<td>Job Bank Room</td>
<td>375</td>
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<td>$3,099.57</td>
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<tr>
<td>Classroom 1</td>
<td>495</td>
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<tr>
<td>Computer Classroom 1</td>
<td>1024</td>
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<tr>
<td>Computer Classroom 2</td>
<td>792</td>
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<td><strong>Total</strong></td>
<td><strong>4102</strong></td>
<td><strong>N/A</strong></td>
<td><strong>$33,905.00</strong></td>
</tr>
</tbody>
</table>

Cost Per FTE: $1,630.06

### Allocation of Cost Pool B

<table>
<thead>
<tr>
<th>Allocation Method: Partner FTE</th>
<th>Partner FTE</th>
<th>Cost Per FTE</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Dept. of Labor, Licensing &amp; Consumer Affairs</td>
<td>18</td>
<td>$1,630.06</td>
<td>$29,341.05</td>
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<td>NY State Dept. of Labor</td>
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<td>$1,630.06</td>
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<td>S.C. Dept. of Social Services</td>
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<td>S.C. Dept. of Economic Development &amp; Planning</td>
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<td>Economic Opportunity Council</td>
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<td>CHP International</td>
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<td>S.C. Community College</td>
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<tr>
<td>PathStone</td>
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<td>$1,630.06</td>
<td>$0</td>
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<td><strong>Total</strong></td>
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<td><strong>$33,905.00</strong></td>
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## Cost Pool C

**WIB Costs**

<table>
<thead>
<tr>
<th>Role</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIB Director (10% w/ Benefits)</td>
<td>$16,305.98</td>
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<tr>
<td>Account Clerk (10% w/ Benefits)</td>
<td>$5,661.09</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$21,967.07</strong></td>
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### Allocation of Cost Pool C

Allocation Method: Equal Share

<table>
<thead>
<tr>
<th>Organization</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Dept. of Labor, Licensing &amp; Consumer Affairs</td>
<td>$2,196.71</td>
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<tr>
<td>NY State Dept. of Labor</td>
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<td>S.C. Dept. of Social Services</td>
<td>$2,196.71</td>
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<td>S.C. Dept. of Economic Development &amp; Planning</td>
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<tr>
<td>PathStone</td>
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<tr>
<td><strong>Total</strong></td>
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### Budgeted System Costs

#### Cost Pool D

<table>
<thead>
<tr>
<th>Shared Staff Costs:</th>
<th>FTE</th>
<th>Salary</th>
<th>Benefits</th>
<th>Total</th>
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<tbody>
<tr>
<td>Greeter / Receptionist</td>
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#### Allocation of Shared Costs

**Allocation Method: Partner FTE**

**Cost per FTE: $4,635.63**

<table>
<thead>
<tr>
<th>Organization</th>
<th>FTE</th>
<th>Cost Per FTE</th>
<th>Total Cost</th>
</tr>
</thead>
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<tr>
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<td>S.C. Dept. of Social Services</td>
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#### Cost Allocation Totals

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Exhibit D
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, Licensing & Consumer Affairs – Living Wage Unit Notice of Application for County Compensation (Contract).”

Suffolk County Living Wage Form LW-38; entitled “Suffolk County Department of Labor, Licensing & Consumer Affairs – 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, Licensing & Consumer Affairs –
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 (as defined)
and with respect to the alien and nationality
status of the owners thereof. The affidavit
shall be executed by an authorized
representative of the covered employer or
owner, as the case may be; shall be part of
any executed contract, subcontract, license
agreement, lease or other financial
compensation agreement with the County;
and shall be made available to the public
upon request.

All contractors and subcontractors (as
defined) of covered employers, and the
owners thereof, as the case may be, that are
assigned to perform work in connection
with a County contract, subcontract, license
agreement, lease or other financial
compensation agreement issued by the
County or awarding agency, where such
compensation is one hundred percent
(100%) funded by the County, shall submit
to the covered employer 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 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, Licensing & Consumer Affairs – 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”

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

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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, Licensing & Consumer Affairs 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 Exhibit D
Exhibit E
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. 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.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

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

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

“Contractor” means the signatory person, partnership, corporation, association or other entity, 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.

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“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 4 through 7 of this Exhibit 1 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; 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 the County
determines, in its sole discretion, that is
dangerous.

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

"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.

"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.

"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.

3. **Contractor Responsibilities**

a. 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.

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

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

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

4. **Qualifications, Licenses, and Professional
   Standards**

a. 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.

b. 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.

5. **Notifications**

a. 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 or the Contractor to perform
the Services.

b. 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 him or the Contractor to perform
the Services.

c. 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.
6. 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 paragraphs 4 and 5 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.

7. Credentialing

a. 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.

b. 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.

8. 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 Approval.

9. 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 32 of this Exhibit.
d. Duties upon Termination

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

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be 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 paragraphs 5(c) and 15 of this Exhibit.

10. 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.

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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. Alternatively, at the County’s option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys’ fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. 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 non-owned or
owned 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 (11)(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 rating of A- or better.

Suffolk County Community College WIB MOU – Workforce Investment System

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance and certificates, 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.

e. In the case of commercial general liability insurance, and business use automobile 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.

f. 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.

g. 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.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, 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.
13. Severability

It is expressly agreed that if any term or provision of the 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.

14. 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.

15. 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 moneys 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.

16. 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;
   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.
17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, 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 23 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.
24. Changes to Contractor

a. The Contractor may, from time to time, with the County’s 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, 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,

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:

Suffolk County Community College
WIB MOU – Workforce Investment System

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 Exhibit 2 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 189 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 32 of this Exhibit I 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 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.

25. 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.

26. 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 percent (5%) or more of the Contractor, and the County.

27. Publications

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

28. 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, or 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.

29. Arrears to County

The 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.

30. 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
31. **Record Retention**

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. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. **Notice**

Unless otherwise expressly provided herein, 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.
LABOR MEDIATION

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

☐ Check if Applicable

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 466-3A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3B)

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 466-3H)

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 466-3J)

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 pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition 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

☐ Check if Applicable

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

No County funds expended.
Section III
Contractor Name: Suffolk County Community College
Federal Employer ID#: 11-6000464
Contractor Address: 533 College Rd, NFL Bldg., Suite 230
Selden, NY 11784
Amount of Assistance
Vendor #:
Contractor Phone #: 631-451-4235
Description of project or service: Worksite for eligible participants.

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
Louis J. Petrizzo, College General Counsel

Print Name and Title of Authorized Representative

Date 09/27/13

DOL-L01 1/13
October 4, 2013

Mr. Roger Podd  
County of Suffolk  
Department of Labor, Licensing & Consumer Affairs  
P.O. Box 6100  
Hauppauge, New York 11788

Re: Public Disclosure

Dear Mr. Podd:

As an educational institution, Suffolk County Community College, is exempt from completing the Public Disclosure Form in the Workforce Investment Board Partner MOU.

By:  
Name: Louis J. Petritizzo  
Title: General Counsel  
Fed. Tax ID # 11-6000464

Date 10-4-13

Louis J. Petritizzo, 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: Louis J. Petritizzo  
(signature)

Date 10-4-13

/gk

Suffolk County Community College promotes intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities, and improves society.
Suffolk County Form 22
Contractor’s/Vendor’s Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective services.

1. Contractor’s/Vendor’s Name ________________________________
   Address ________________________________________________
   City and State ______________________ Zip Code ____________

2. Contracting Department’s Name ________________________________
   Address ________________________________________________

3. Payee Identification or Social Security No. ________________________________

4. Type of Business __ Corporation __ Partnership __ Sole Proprietorship __ Other

5a. Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of $1,000? __Yes __No.

5b. Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed $1,000? __Yes __No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

________________________________________________________ __
________________________________________________________ __

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

________________________________________________________ __
________________________________________________________ __
________________________________________________________ __

Page 1 of 3 Public Disclosure Form
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ___ Yes ___ No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor’s/Vendor’s Public Disclosure Statement with the contract.
(Describe general nature of the contract.)

11. Remedies. The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. Verification. This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: ___________________________  Signed: ___________________________

Printed Name of Signer: ___________________________

Title of Signer: ___________________________

Name of Contractor/Vendor: ___________________________
STATE OF NEW YORK
COUNTY OF ) ss.:

On the ___ day of _____________ in the year 2013 before me, the undersigned, personally appeared ________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

________________________________________
(signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF ) ) ss.:
COUNTY OF )

On the ______ day of ________________ in the year 2013 before me, the undersigned, personally appeared ________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

________________________________________
(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

________________________________________
(signature and office of individual taking acknowledgement)

Form SCEX-22 Contractor's/Vendor's Public Disclosure Statement Form (Rev. 1/13)

Page 3 of 3 Public Disclosure Form
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES
Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/Covered Employer/Owner

EMPLOYER/CORP/
BUSINESS/COMPANY NAME: Suffolk County Community College
ADDRESS: 533 College Rd, NFL Bldg., Suite 230, Selden, NY 11784

NOT-FOR-PROFIT: YES ____ NO ____ (Submit Proof of IRS Not-for-Profit Status) EDUCATIONAL INSTITUTION

VENDOR # (If known):

CONTRACT ID (If known):

CONTACT: Louis J. Petrizzo TELEPHONE #: 631-451-4235

TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): July 1, 2012 through June 30, 2016

BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE
Outreach, support and guidance to vocational, career and technical education students.
Assessment of skill level, aptitudes, and abilities. Information about cost.

SUBCONTRACTOR: N/A

ADDRESS:

VENDOR#: TELEPHONE #:

CONTACT:

DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:

EVIDENCE OF COMPLIANCE:

Copies of the following must be maintained by covered employers or the owners thereof for each employee for the time periods set forth in Suffolk County Code, Section 353-14 (A):

A. United States passport; or
B. Resident alien card or alien registration card; or
C. Birth certificate indicating that person was born in the United States; or
D. (1) A driver's license, if it contains a photograph of the individual; and
(2) A social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
E. Employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.
AFFIDAVIT OF COMPLIANCE
WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

State of New York
County of SUFFOLK ss:

Louis J. Petrizzo, being duly sworn, deposed and says:
(Print Name of Deponent)

1. I am owner/authorized representative of Suffolk County Community College (Name of Corp., Business, Company)
   (Circle one)

2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 234 (2006).

   [Signature of Deponent]

Sworn to before me this 3.7 day of September, 2013

   [Signature of Notary Public]

AUDREY K TRACHTENBERG
Notary Public State of New York
No. 01TR4935459
Qualified in Suffolk County
Commission Expires 6/27/17
SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

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

Check if applicable

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 $11.52 ($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 the 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 Suffolk 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
Federal Employer ID#: 11-6000464
Contractor Address: 533 College Rd, NFI Bldg., Suite 230
Selden, NY 11784
Amount of compensation:
Vendor #: 631-451-4235
Description of project or service:

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
Louis J. Petrizzo, College General Counsel
Print Name and Title of Authorized Representative

Date 09/27/13

DOL-LW38 (revised 3/13)
NOTICE OF NON-APPLICABILITY
OF LIVING WAGE LAW
Living Wage Law, Suffolk County Code, Chapter 575 (2001)

To Be Completed By The Local Law Compliance Unit

DATE: October 4, 2013

TO: William Kandell, S.C. Dept. of Labor, Licensing & Consumer Affairs

FROM: Brenda Rosenberg, Director

TELEPHONE #: 631 853-3808

EMPLOYER: Suffolk County Community College

VENDOR#: 11-6000464

REF.: MOU

You are hereby notified that the response Suffolk County Community College has been evaluated by the Local Law Compliance Unit of the Suffolk County Department of Labor, Licensing & Consumer Affairs. 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, Licensing & Consumer Affairs

LW-26
(Revised 2/13)
DATE: October 4, 2013

TO: William Kandell, S.C. Dept. of Labor, Licensing & Consumer Affairs

FROM: Brenda Rosenberg, Director

PHONE #: 631/853-3808

EMPLOYER: Suffolk County Community College

VENDOR#: 11-6000464

REF.: MOU

You are hereby notified that the submission from Suffolk County Community College has been received by the Local Law Compliance Unit of the Suffolk County Department of Labor, Licensing & Consumer Affairs. 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).