Rev. 6-25-13; Law No. 16-LB-061
SCDOLLCA Contract # 320-6300-4560-63-9012-16N
Education and Training

Education and Training Contract

This Contract ("Contract") 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, Selden, New York 11784-2899

The parties hereto desire to enter into this Contract for the enrollment and training of eligible individuals in the Education and Training program entitled Vocational Training.

Term of Contract: October 1, 2013 through June 30, 2016, unless sooner terminated as provided for herein.

Total Cost of Contract: Shall be on a fee-per-service basis as provided in a "Course Description and Specific Payment Terms Addendum," the form of which is attached as Exhibit 1, and which shall be executed for each Program, as that term is defined herein.

Terms and Conditions: Shall be set forth in Articles I through V and Exhibits 1 through 12 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: Shaun McKay
Title: President
Fed. Tax ID # 11-6000464
Date 12/30/13

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.
Name _____
(Signature)
Date 12/30/13

Approved as to Legality:
Dennis M. Brown
County Attorney
By: _____
Name: Jessica H. Hogan
Title: Assistant County Attorney
Date 2/3/14

COUNTY OF SUFFOLK
By: _____
Name: Dennis M. Cohen
Title: Chief Deputy County Executive
Date: 2/27/2014

Approved: Department of Labor, Licensing & Consumer Affairs
By: _____
Samuel Chu
Commissioner
Date: 1/17/14

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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 and the New York State Workforce Investment Act ("WIA"), including programs related to the job training; and

Whereas, the goals of the WIA are, among other things, to assist job seekers by streamlining multiple employment and training programs into an integrated One-Stop Career Center system; to provide access to services that allow individuals to access certain core employment-related services such as information about job vacancies, career options, or how to conduct a job search, write a resume, or interview with an employer; and to empower individuals to get the services and skills they need to improve their employment opportunities through qualified training programs; and

Whereas, in furtherance of these goals, on March 26, 2012 the Department issued a Request for Qualifications ("RFQ") seeking qualified responders to provide vocational training through certificate, degree, credit or noncredit programs, classes, workshops, courses, or other forms of training, with or without supportive services and/or employment related services, including, but not limited to, the provision of workshops and testing services (collectively, the "Programs"); and

Whereas, the Contractor responded to the RFQ and was selected by the Department to perform the Services; and

Whereas, funds have been identified in the 2012 Suffolk County Adopted Budget for the Department to carry out the Programs; and

Whereas, in addition to funds allocated in the 2012 Suffolk County Adopted Budget, the County has accepted grants from the New York State Department of Labor to fund the Services (Suffolk County Resolution Nos. 282-2011, 283-2011, 634-2011, and 635-2011).

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

1. **Services**

   a. The Contractor shall provide Programs to the Participants. Each individual Program must be described in a catalog, a list, or other official, publicly available source, unless developed for unique programs approved by the Department.

   b. The Contractor shall be responsible for providing the Programs as well as, among other things, staff, faculty, instruction, books, materials, equipment, supplies, laboratories, and testing fees in furtherance of the Programs, as shall be set forth in the individual Program's Course Description and Specific Payment Terms Addendum.

c. The Contractor shall asses each Participant referred to it by the Department for the purpose of placing such Participant in a suitable Program or Programs. Upon request of the Department, the Contractor shall provide the Department with documentation of the assessment process utilized to determine a Participant's placement into a Program or Programs. The Contractor shall assess a Participant in the same manner and to the same extent as it evaluates non-Participant candidates for placement.

d. The Contractor shall monitor the progress of each Participant in the Program or Programs and advise the Department of the Participant's progress or lack thereof.

e. **Additional Services**

In addition to the provision of the Programs, the Contractor shall develop and deliver such services as may be directed by the Department in consultation with the Contractor, including, but not limited to, special course programs.

2. Reports/ Progress Meetings

a. The Contractor shall provide both written and oral reports, as requested by the Department, regarding the performance of Programs, including, but not limited to, the status of pending and proposed Programs and reports concerning Participant attendance at the Programs.

b. 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. The Department may, at its sole discretion, require the Contractor to make itself available for progress meetings to discuss the provision of the Programs.

c. 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 Participant attendance at Programs (e.g., attendance sheets).

3. Audit, Inspections and Records

The Contractor agrees that for a period of seven (7) years it shall maintain and have available for audit and inspection by the Department and/or its designee any books, documents, papers and records relating to this Contract.

4. Procedures Required

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

b. Contractor shall provide the Department with the criteria it utilizes to select individuals, including but not limited to teachers and presenters, who are responsible for conducting Programs subject to this Contract

(hereinafter "Faculty"). Such criteria shall include the requirement that each Faculty member possesses those credentials and certifications as may be required by law and/or the Department.

c. Contractor shall maintain an ongoing quality assurance/assessment program which shall include, but not be limited to, retention of documentation with respect to Faculty, including, but not limited to, state licenses and certifications, and federal agency certifications and/or registrations.

5. Certifications

a. As a condition precedent to the execution of this Contract, the Contractor must execute and deliver to the Department the "Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters, and the Drug-Free Workplace Requirements," attached to this Contract as Exhibit 6. The Contractor shall notify the Department within one (1) business days of any material change in any of the information regarding the certifications contained in the "Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and the Drug-Free Workplace Requirements," including, but not limited, to any material change in the "Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" information contained therein.

b. Contractor shall notify the Department within five (5) business days of the occurrence of any of the following:

i. any action taken to restrict, suspend or revoke any license or certification of the Contractor or of any Contractor employee or agent, including, but not limited to, Workshop Faculty, providing Services hereunder, or any disciplinary or corrective action initiated or taken against the Contractor or Contractor employee or agent, including, but not limited to, Workshop Faculty, providing Services hereunder, by a governmental agency; and

ii. the institution of any suit or other legal or governmental proceeding (whether civil or criminal, and including arbitration or administrative action) brought against Contractor or any Contractor employee or agent, including, but not limited to, Workshop Faculty, providing Services hereunder, that bears any material relation to the performance of Contractor hereunder.

All notifications shall be delivered as set forth in paragraph 24 of Article III of this Contract.

6. Payment Formula

a. The Department agrees to pay the Contractor on a fee-per-service basis as provided in a "Course Description and Specific Payment Terms Addendum," the form of which is attached as Exhibit 1, which shall be executed for each Program. However, in no event, shall the Contractor charge or shall the County pay an amount in excess of the Contractor's standard costs, tuition and fee amounts charged to individuals not covered under this Contract for the same program, course or service (i.e, non-Participants). Moreover, in no case shall payments and/or schedule of payments be in excess of, nor shall refunds be less than, Contractor's normal, publicly available schedule of payments or refunds.

b. The Contractor's right to such payment is contingent upon satisfactorily meeting all the terms and

conditions of this Contract.

c. Continuation of this Contract is contingent upon Contractor achieving and maintaining performance standards established by the local Workforce Investment Board.

7. Other Reimbursement

The Contractor shall not request payment for any Participant for hours of instruction for which the Contractor is funded by any other sources. The Contractor agrees to submit forms necessary to establish participant eligibility for Pell, TAP and other financial awards for all participants enrolled in approved programs. Pell, TAP and other financial award applications must be processed by the Contractor for the maximum permissible amount for each participant determined eligible. The Contractor shall provide the Department with a written report regarding the amount and manner of disbursement of any financial awards to participants. The amount actually payable to the Contractor with regard to any participant under this Contract, after subtracting any amount withheld for nonattendance, nonachievement or other reason, shall be further reduced by the applicable award(s), and the Contractor shall promptly refund to the County any excess payment received. The Contractor shall not use financial award funds, or any other Federal funding sources, to recoup Workforce Investment Act (WIA) Title I, Temporary Assistance to Needy Families (TANF), Welfare-to-Work or other Department program funds withheld or not paid, nor shall the Contractor recoup, or attempt to recoup, funds from any participant.

8. Revenues in Excess of Costs

The Contractor shall reimburse the Department for any Program income or revenues with respect to any Participant that are in excess of the amounts approved by the Department as per the Program's Course Description and Specific Payment Terms Addendum.

9. 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 fiscal year in which the Contractor has received, or will receive, $300,000 or more from the County, whether under this Contract or otherwise, and shall submit a report 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 is encouraged to solicit requests for proposals ("RFPs") from a number of qualified accounting firms and to 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 nonprofit, governmental or profit-making areas, as applicable; and

iii. a satisfactory peer review issued within not more than three 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 ("GAGAS"). 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. Furthermore, if the Contractor is a non-profit organization or unit of local government and expends $500,000 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 period within which it receives funding under this Contract ("fiscal year"), 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 just referred to.

e. The Contractor must submit 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 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 should 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 (if applicable) and other audit reports, if required, must be transmitted to the Department and to the Executive Director of Auditing Services at the address just set forth. 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 period to which the audit relates.

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

The provisions of the foregoing subparagraphs (a) through (g) of this paragraph shall survive the expiration or termination of this Contract.

10. 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 Participants including, but not limited to, the WIA, 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 New York State and Federal law applicable to the working conditions of the Participants

11. 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

12. 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 Participants under this Contract 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 Contract with regard to the screening of personnel in connection with day care services.

13. Political Activities

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

14. Sectarian Activities

The Contractor agrees that Participants 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 Participants shall be placed in any capacity to free any other person for the performance of such duties or activities.

15. Nepotism

To avoid conflict of interest, the Contractor agrees that no individual may be placed in a WIA, SWEP or other employment activity 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.

16. 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.

17. Change in Applicable Law or Regulations

The County reserves the right to unilaterally amend this Contract, upon written notice to the Contractor, in order to reflect any changes, updates, revisions, amendments, or the like to applicable laws and regulations.

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 holidays, and vacations.

"**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.

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

End of Text for Article II

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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 rating of A- or better.

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 addressor. 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

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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, 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 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, 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"

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. Safeguarding Personal Information of Minors

It shall be the duty of the contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Suffolk County Local Laws Website Address

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

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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.

d. 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; and

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.

e. 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.

f. 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.

g. 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 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 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 travel costs shall not exceed amounts allowed to County employees.

l. 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-07 and Executive Order No. 14-2007.

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 with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant Agreements" during the Term.

End of Article V

EXHIBIT 1
Course Description and Specific Payment Terms Addendum

Courses and costs under this contract include, but are not limited to the following courses and any other courses that may be approved by the Education Review Committee for the term of this Contract at a cost to the County not to exceed $6,000 per course.

Course Title	Cost of Course
Pharmacy Technician – Part I	$ 1,595.00
Pharmacy Technician – Part II	1,595.00
Ophthalmic Technician Assistant – Part I	1,595.00
Ophthalmic Technician Assistant – Part II	1,595.00
Health Information Technology Program	1,100.00
Dietary Manager – Part I	825.00
Dietary Manager – Part II	825.00
Welding (MEC 211)	3,895.00
CNC (Computer Numerical Control) Machine Operator (MEC 212)	3,895.00
Soldering Techniques	995.00
Basics of Manufacturing	2,000.00

Suffolk County Community College

By: _____
Shaun McKay
President

Date 12/30/13

Suffolk County Department of Labor,
Licensing & Consumer Affairs

By: _____
Samuel Chu
Commissioner

Date 1/17/14

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 judgement 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

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach and explanation to this application.

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:

1. The dangers of drug abuse in the 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 (dx2) 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 (dx2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an 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;

(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

Shaun McKay, President
Printed Name and Title of Authorized Representative

Signature

12/30/13
Date

Steven Bellone
Suffolk County Executive

Samuel Chu
Commissioner

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

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 466-3 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 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): College is a joint employer with the County of Suffolk.

Section III

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

Contractor Address: 533 College Road Amount of Assistance

Selden, New York 11784 Vendor #:

Contractor Phone #

Description of project or service: Vocational Training

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

12/30/13
Date

Shaun McKay, President
Print Name and Title of Authorized Representative

Budget/Services Revision Form

Revision No._____

Contractor: _____

Agreement No. _____

Program: _____

Pseudo Code:_____

Agreement Period: _____ Law No. _____

Date last executed/amended: _____ Budget Period to which this revision applies: ___

Items that are being changed by this revision:

Budget: Adopting_____ Revising_____

New Budget Amount: Amount of Increase/Decrease:

_____ _____

_____ _____

Program:

Deleted: _____ Added: _____

Other Changes: (identify): _____

_____

Supporting documentation attached: Budget _____ Program Narrative _____ Other _____

Approvals:

Department

By: _____ Date: _____

Name: _____

Title: _____

Contractor

By: _____ Date: _____

Name: _____

Title: _____

Agency:

By: _____ Date: _____

Name: _____

Title: _____

County Executive Budget Office: Approved_____ Disapproved _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF SUFFOLK
OFFICE OF BUDGET AND MANAGEMENT
CONTRACT BUDGET MODIFICATION REQUEST
AGREEMENT # _____

The program budget contained in the Agreement last dated _____
between the COUNTY OF SUFFOLK and _____
is hereby amended as follows:

LINE #	DESCRIPTION (as changed)	$ BEFORE	(_____) Y-T-D ACTUAL	$ AFTER	$ CHANGED (+ or -)
				Net Change	0

Except as set forth above, this budget modification shall not be deemed to change any condition or provision in the said Agreement.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Agency: _____ Department: _____

Date: _____ Date: _____

FOR THE COUNTY OF SUFFOLK

APPROVED BY: _____

Title: _____

DATE: _____

NOTE: This form is not to be used to effect any net increase in the budget.

STANDARD OPERATING PROCEDURE	Date: 08/05	Number: A-07 Amendment 1
	Approved by:	
OFFICE OF THE COUNTY EXECUTIVE	STEVE LEVY SUFFOLK COUNTY EXECUTIVE	

TRAVEL, CONFERENCE, AND MEETING ATTENDANCE

THIS SOP SUPERSEDES THE SHEETS IN THE SOP MANUAL THAT IS IDENTIFIED AS "SOP A-07" DATED 4/2/97. HOLDERS OF THE SOP MANUAL SHOULD REMOVE AND DISCARD THE CITED SHEETS AND REPLACE THEM WITH THIS DOCUMENT.

1. **Purpose:** This SOP details how employees can obtain approval for conference attendance, travel out of Suffolk County during county time for conferences or seminars, and government related meetings with an overnight stay.

2. **Scope:** This SOP applies to all County Employees in all county departments, offices, or agencies.

3. **Nature of Changes:** This procedure amends the previous version dated 3/22/04. The new procedure will require the booking of hotel accommodations, rental cars, airplane travel, and AMTRAK be handled through a designated travel agency.

4. **Definitions:**

   (1) A Conference is defined as a large group of people assembling together to discuss a wide range of topics. The Annual New York State Association of Counties Conference is an example of a conference.

   (2) A Meeting is defined as a one day, regularly scheduled or impromptu, gathering of people for a specific purpose. A meeting of the Legislative Subcommittee of the New York State Association of Counties is an example of a meeting.

   (3) A Seminar is defined as a group of people assembling for education or training related to performance of a one's job duties as a county employee.

5. **Procedure:**

A. Conferences

1) No more than two (2) persons from a department will be permitted to attend a conference, meeting, or seminar. Certain exceptions will be granted if a conference, meeting or seminar has programs with conflicting hours, if it requires more than one person to attend, or if special circumstances warrant more attendees (e.g., mandated training).

2) No reimbursement will be made for an overnight stay in New York City, Nassau or Suffolk County. Employees will be required to commute to conferences, meetings, and seminars in these locations. Reimbursement for meals shall be limited to those instances in which it is required by binding legal obligation.

3) An application for conference attendance, and travel, Executive Form 10, must be submitted so that it arrives at the County Executive's Budget Office at least two weeks prior to the conference date. If an emergency need to attend a conference arises, the form should be faxed to the Deputy County Executive for Finance and Management for approval. Any applications submitted less than two (2) weeks prior to the conference date shall be automatically denied, unless a documented emergency caused by an unforeseen event beyond the control of the applicant has caused the delay in filing the application.

In no circumstances should an employee attend a conference before the conference form has been approved. There will be no reimbursement for conference attendance forms submitted after the date of the conference for individuals who attended conferences prior to receiving an approved Conference Attendance Form and a personal day or vacation day will have to be charged by such employee in the absence of such approval.

4) All travel needing hotel accommodations, airline travel, car rental, and AMTRAK shall be arranged through a designated travel agency.

5) Supporting information such as brochures, program descriptions, itineraries, documentation, fees, rationale, application, etc., must be submitted with Executive Form #10.

6) The Rules and Regulations governing travel orders and accounts, promulgated by the county Department of Audit and Control, must be followed in preparing Executive Form #10.

7) The box indicating "Total Cost of this Conference" and the section at the bottom indicating "Travel Cost" and "Total Cost" should be filled in on all copies.

All applications for conference attendance will be returned to the respective department, office or agency if any of the above procedures have not been adhered to.

COUNTY OF SUFFOLK

OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
COUNTY EXECUTIVE

EXECUTIVE ORDER NO. 14-2007 RESCINDING EXECUTIVE ORDER NO. 1A-2005

TO: All Department Heads

FROM: Steve Levy, County Executive of Suffolk County

RE: Travel Vouchers

Please be advised that Executive Order No. 1A-2005, Travel Vouchers-Update, is hereby rescinded.

Pursuant to Section 3-2 of the SUFFOLK COUNTY CHARTER, please be advised that any requests for approval or payment for travel and related expenses and attendance under Sections 2-17 and 3-1 of the SUFFOLK COUNTY ADMINISTRATIVE CODE shall only be approved by the County Executive or by Deputy County Executive and Chief of Staff Jeffrey W. Szabo

DATED: December 4, 2007.

STEVE LEVY
COUNTY EXECUTIVE OF SUFFOLK COUNTY

cc: Tim Laube, Clerk of the Legislature
William J. Lindsay, Presiding Officer
Jim Morgo, Chief Deputy County Executive
Jeffrey W. Szabo Deputy County Executive and Chief of Staff
Ben Zwirn, Deputy County Executive
Frederick B. Pollert, Deputy County Executive for Finance and Management
Joseph S. Dujmic, Jr., County Executive Assistant
Executive's Technology Unit

COUNTY OF SUFFOLK

OFFICE OF THE COUNTY COMPTROLLER

JOSEPH SAWICKI, JR.
Comptroller

DEPARTMENT OF AUDIT AND CONTROL

Comptroller's Rules and Regulations

for Consultant's Agreements

Revised 12/2009

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1. Purpose – This manual establishes procedures for the reimbursement of expenditures for consultants under contract with the County.

2. Scope – These instructions apply to all County departments and agencies utilizing consultant services.

3. Definitions

   a. Consultant – An individual or firm engaged to provide outside professional services to Suffolk County departments and agencies.

   b. Consultant's Agreement – A written contract describing the specific services to be rendered by the consultant and the amount and terms of payment for the services to be made by the County. The consultant's agreement shall constitute the sole authorization for payment of claims. The consultant's agreement shall be prepared in accordance with the County Executive's Operating Procedures, SOP # I-05. Non-specific general purpose or lump sum payment agreements are not recommended.

4. Allowable Claims – Only claims which are submitted for expenditures specifically identified in the agreement will be approved for payment. Generally, the agreement will stipulate a maximum fee for services rendered which is based upon a rate per day or per hour. Accordingly, a rate schedule is an integral part of each consultant's agreement. Increases will be allowed only by amendment to the agreement. Out-of-pocket expenditures are reimbursable if it is so stipulated in the consultant's agreement.

5. Claim Submission – Consultants should submit their claims for reimbursement through the County department or agency responsible for the consultant's assignment, using appropriate forms, as indicated below:

   a. Claim Voucher – A *County of Suffolk Standard Payment Voucher Form* (Exhibit A) must accompany each consultant claim. The claim voucher should refer to the consultant's agreement under which payment is requested and indicate the category of expenses or contract covenant applicable to the claim voucher. It should be initialed by the departmental unit representative under whose supervision or jurisdiction the work was performed, signifying that the consultant has complied with all the terms and conditions of the agreement under which the payment is requested. The voucher must then be signed by the department head or his duly authorized representative and forwarded to the Department of Audit and Control for payment.

   b. Consultant's Time Summary, FORM A&C 108 (Exhibit B) – The Consultant's Time Summary should be used to record daily hours worked by each staff member of the consultant working on the project. Space is provided to record and extend the hours and wages of each staff member assigned to the project on one form. The completed FORM A&C 108 must be signed by and authorized individual of the consultant's firm. It should then be attached to the County of Suffolk Standard Payment

voucher form. A copy of the consultant's payroll register with a cover letter indicating the individuals charged to the project for the claim period will be accepted as a substitute for the Consultant's Time Summary.

c. Consultant's Expense Summary, FORM A&C 109 (Exhibit C) – The Consultant's Expense Summary should be used to detail expenses for travel, meals, lodging or other necessary and reasonable out-of-pocket expenditures incurred on the project. Each expense item should be documented by a receipted bill, sales slip or invoice which totals the daily expenditures shown on the form. The completed FORM A&C 109 must be signed by an authorized individual of the consultant's firm. It should then be attached to the County of Suffolk Standard Payment Voucher Form.

6. Out-of-Pocket Expenses – If these expenses are reimbursable under the consultant's agreement, the following rules and guidelines should be considered before incurring such expenses and submitting claims:

a. Meals – Meals are reimbursable under a consultant's contract only if the purpose of the meal is valid, that is, authorized under the contract as sustenance while traveling. Effective October 1, 2009, the per diem meal allowance shall be in accordance with the current maximum reimbursement rate for food as established by the U.S. General Services Administration for the New York region. As published in IRS Publication 1542 (rev. October 2009), the 2009 per diem meal and incidental rate is

$71.00 per diem including tax. Audit and Control should be contacted for allowable rates for future fiscal periods. (Gratuities, at a reasonable and customary rate, shall be reimbursed over and above the state limits). The County will not honor claims for the reimbursement of "business meals" submitted by members of the consultant's firm who are not traveling out of town (overnight) in performance of the contract. Where a consultant meets the necessary criteria to be reimbursed for meals, no receipts will be necessary but a certified statement will be required.

b. Lodging – Effective October 1, 2009, claims for lodging will be reimbursed at a rate not to exceed the current maximum reimbursement rate for lodging as established by the U.S. General Services Administration for the New York region as published in the IRS Publication 1542 (rev. October, 2009). The 2009 per diem rate for lodging is $ 130.00 including taxes. Claims for lodging must be accompanied by paid receipts. Audit and Control should be contacted for the allowable rate for future fiscal periods.

c. Airfare – Airfare will only be reimbursed at the economy coach rate and a receipt will be necessary. Individuals choosing to fly first class will not be reimbursed for the premium expenses incurred.

d. Mileage – The County will reimburse mileage claims in accordance with the applicable current rate allowed by the U.S. Internal Revenue Service. As of January 1, 2009 the rate is $.55 per mile and January 1, 2010 the

rate is $.50 per mile. The consultant must provide origin, destination and miles traveled for each trip. Audit and Control should be contacted for the allowable rate for future fiscal periods.

e. Taxis – Taxi fares up to $25.00 will be reimbursed based on actual receipt or certified statement. Any taxi expenses in excess of $25.00 per trip will require receipts. Receipts and certified statements shall include origin and destination, as well as the purpose of the trip.

f. Subways and Buses (local) – A certified statement will be adequate documentation for these expenses.

g. Tolls – Receipts or certified statement will be adequate documentation for these expenses.

h. Telephone Expenses – Telephone expenses up to $25.00 per month will be reimbursed based on a receipt or certified statement. Telephone expenses totaling over $25.00 will require copies of the telephone company bills with the appropriate calls circled.

i. Photocopies – In lieu of a specific contract for photocopies, the County will reimburse at a cost not to exceed $.15 per copy, including labor. A certified statement will be adequate documentation for reimbursement.

7. Sub-Contractor Claims – When the consultant is authorized in the Consultant's Agreement to hire a sub-contractor, the Comptroller's Office should be supplied a copy of the sub-contractor's agreement. Claims will not be processed if they are

not in compliance with the contract between the Consultant and the County. The reporting requirement of the sub-contractor will be the same as that of the Consultant. Details of all expenditures claimed must be documented in the same manner. If the sub-contractor's agreement with the Consultant is a lump-sum payment agreement, detailed documentation reporting requirements are waived.

8. Certified Statements – When the consultant incurs minor travel or other out-of-pocket expenses for which receipts are not available, he shall prepare an itemized statement detailing the type and amount of expense, including the time, date, and place incurred. After summarizing expenses claimed, the consultant must add and sign the following certification terminology:

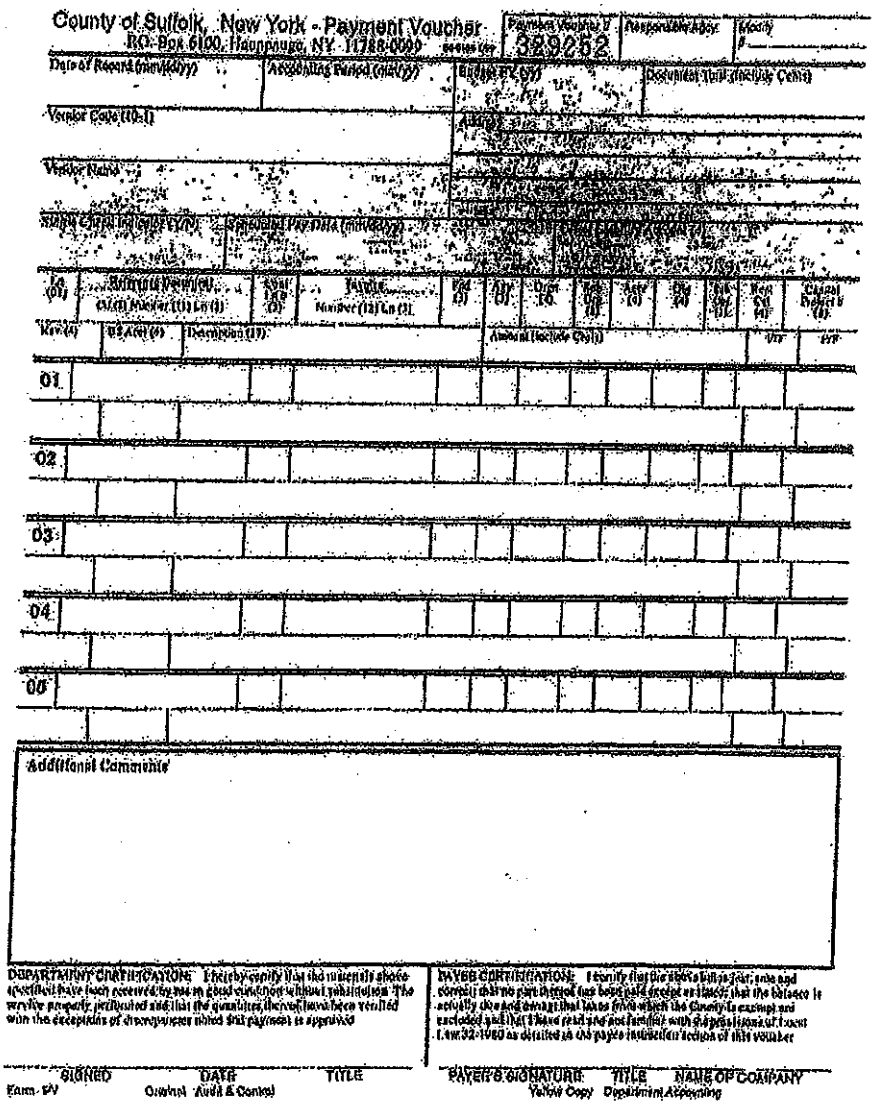
"The above expenses are true and just and are a result of business conducted in accordance with the terms of the contract with Suffolk County, and have not be been previously paid."

_____

Signature of Authorized Person

EXHIBITS

EXHIBIT A



County of Suffolk, New York - Payment Voucher
P.O. Box 6100, Hauppauge, NY 11788-0099

Payment Voucher # 329252 | Responsible Agcy | Modify #

Date of Record (mm/dd/yy) | Accounting Period (mm/yy) | Budget FY (yy) | Document Total (Include Cents)

Vendor Code (10-1) | Address

Vendor Name

Single Check Indicator (Y/N) | Scheduled Pay Date (mm/dd/yy)

Ln (01)	Reference Document (A/C) Number (11) Ln (1)	Cost Ln (2)	Payable Number (12) Ln (3)	Fnd (3)	Agy (3)	Orgn (4)	Sub Orgn (5)	Acct (6)	Obj (4)	Sub Obj (5)	Rest Cat (4)	Capital Project # (8)
Rev (4)	US Acct (6)	Description (17)			Amount (Include Cents)						P/F	P/F
01												
02												
03												
04												
05												

Additional Comments

DEPARTMENT CERTIFICATION: I hereby certify that the materials above specified have been received by me in good condition without substitution. The service properly performed and that the quantities thereof have been verified with the exceptions of discrepancies noted that payment is approved.

SIGNED | DATE | TITLE

Form - PV | Original Audit & Control

PAYEE CERTIFICATION: I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; that taxes from which the County is exempt are excluded and that I have read and am familiar with the provisions of Local Law 32-1980 as detailed in the payee instruction section of this voucher.

PAYEE'S SIGNATURE | TITLE | NAME OF COMPANY

Yellow Copy | Department Accounting

EXHIBIT B

COUNTY OF SUFFOLK

CONSULTANT'S TIME SUMMARY

DEPARTMENT OF AUDIT & CONTROL – FORM A&C 108

CONSULTANT'S NAME _____ PERIOD BEGINNING _____ PERIOD ENDING _____

Name of Staff Member	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TOTAL HOURS	RATE PER HR	TOTAL DUE
	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				

EXHIBIT C
COUNTY OF SUFFOLK
CONSULTANT'S EXPENSE SUMMARY
DEPARTMENT OF AUDIT & CONTROL – FORM A&C 109

CONSULTANT'S NAME_____ PERIOD BEGINNING_____ PERIOD ENDING_____

Expenditure Items	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	AMOUNT DUE
	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Air, Rail or Bus Transportation																	
Auto Rental or Mileage (Attach Schedule)																	
Tolls and Parking Fees																	
Taxi or Limousine (Attach Schedule)																	
Meal/Tips																	
Lodging/Tips																	
Telephone and Telegraph																	
Materials or Supplies																	
Equipment																	
Other Supporting Services (Attach Schedule)																	

All expenditures should be covered by receipted bills and/or valid explanation. Necessary purchases of materials, supplies, equipment or services should be supported by summaries showing vendor, description, unit cost and purpose.

TOTAL REIMBURSABLE CONSULTANT TIME: $

AUTHORIZED SIGNATURE_____

OFFICE OF THE COUNTY COMPTROLLER
THE PERSONAL SERVICES PROCUREMENT RECORD CHECKLIST
FILING INSTRUCTIONS

This checklist must be filed with the Comptroller's Office by all departments, offices and agencies procuring personal/consultant services within 10 days of issuing an award letter. This checklist is required for all personal/consultant services procured by contracts or agreements including Letters of Agreement, Letters of Intent, Memorandums of Understanding or other agreements indicating procurement or future procurement regardless of amount, except for contract awards to agencies whose services are classified as object code 4980, have a designated line item in the Budget with an activity/pseudo code assigned by the Budget Office and have been reported in the Comptroller's Contract Agency database as part of the Budget process. Initiating departments must submit this checklist for all procurement other than by RFP processed through Central Purchasing; Central Purchasing must file this checklist for all processed RFPs. Submit completed checklist by e-mail to comptroller.checklist@suffolkcountyny.gov or by inter-office mail to:

Office of the County Comptroller
Attention: Frank Bayer
Executive Director of Auditing Services
H. Lee Dennison Building, 9th floor, Hauppauge, NY

Department Name: *Provide the name of the department.*

Contractor: *Provide the name of the contractor.*

Federal Business ID No.: *Provide the contractor's 9-digit Federal Business ID number.*

Contract Period: *Provide the period of the contract and any extension term options.*

Contract Amount: *Provide the fixed contract amount or fee schedule with contracted rates if applicable.*

RFP/RFQ No.: *Provide the RFP number (assigned by Central Purchasing) or RFQ number if applicable.*

Contract No.: *Provide the contract number assigned by the County Attorney's Office, if available. If not available when Checklist is filed, provide by e-mail to the Comptroller's Office when available.*

Fund No.: *Provide the number 3-digit IFMS fund number.*

Dept. Code: *Provide the 3-digit IFMS department code.*

Org. Code: *Provide the 4-digit IFMS organization code.*

Object Code: *Provide the 4-digit IFMS object code for the procured services.*

Description and scope of the service being procured: *Provide a brief description of the service required, e.g., to provide portable radiology services for the Department of Health Services' Division of Patient Care Services and the John J. Foley Skilled Nursing Facility.*

Procurement Method/Method of Award: *Check one or more of the boxes that are applicable to the approach that was taken and/or method used to procure the services. Explain any methods used that are not listed on the form. Attach copies of RFPs and RFQs if applicable. For exemptions by law, check*

"Other" and reference the applicable section of the County Code. For Waivers, attach copies of both the waiver request and the letter of approval from the County Executive. For Emergency procurement, attach a written explanation of the emergency determination declared by the County Executive. For Preferred Source, attach expression of interest received from Preferred Source. For single/sole source, attach documentation that explains the unique nature of the requirement and circumstances leading to the selection of the vendor, including the alternatives considered.

Additional Minimum Documentation required with the Checklist: *Check all boxes that apply. For additional guidance, refer to the Procurement Policy Manual.*

- ☐ **Non-Competitive Procurement** *(For contract amounts up to $1,000 and all single/sole source contracts)*
  - ☐ **Justification for Selection** *Provide basis for selection; for single/sole source contracts, provide determination that there is only one provider or limited providers.*
  - ☐ **Justification of Reasonableness of Price** *Provide basis upon which cost is determined to be reasonable.*

- ☐ **Competitive Procurement** *(For contract amounts over $1,000)*
  - ☐ **Solicitation List** (names and contact info) *Provide the name, address and contact information of all parties solicited.*
  - ☐ **Solicitation Document** *Provide the document developed by the department in order to solicit quotes or proposals.*
  - ☐ **RFP Scoring Evaluation Sheet/Memo** *For procurement through an RFP/RFQ, attach the evaluation scoring sheets and related narratives. For other procurement, attach an evaluation memo summarizing the criteria used in the evaluation and the basis for selection.*
  - ☐ **Copies of Winning Proposal and Award Letter** *Attach a complete copy of the winning proposal and a copy of the award letter notifying the winning proposer of the award. In addition, for RFPs processed through Central Purchasing, include the notification letter to the apparent successful proposer.*
  - ☐ **No Conflict of Interest Disclosure Statements** *Attach original "No Conflict of Interest Disclosure Statements" from each participating member of the evaluation committee (See format on Comptroller's website). These are required for all procurement over $25,000 through an RFP or RFQ process and are recommended for all other competitive procurement.*
  - ☐ **Dept. Assurance of No Conflict of Interest** *If "No Conflict of Interest Disclosure Statements" are not utilized for competitive procurement up to $25,000 or procurement through an RFP Waiver, attach documentation that supports the department's assurance that all staff participating in the evaluation process have no conflicts of interest with any of the proposers.*
  - ☐ **Written Notification of RFP** *Attach a copy of the written notification of the RFP to the Clerk of the Legislature and the Chief Deputy County Executive.*
  - ☐ **Intro Resolution (if only one proposal received)** *If only one proposal is received as a result of an RFP process, attach a copy of the required Introductory Resolution.*
  - ☐ **Notification of Preferred Source** *Attach a copy of the correspondence between the department and the Preferred Source indicating the interest of the Preferred Source and the department's approval.*
  - ☐ **Summary of Quotes Received/Evaluated** *Attach a signed/certified summary sheet of all quotes received and evaluated for procurement up to $25,000 (see recommended format at Exhibit I of the Procurement Policy Manual) and for procurement over $25,000 through an RFP Waiver if a streamlined competitive process is used.*
  - ☐ **RFP Opening Sheet** *Attach a signed/certified sheet to document the receipt and opening of the RFPs.*
  - ☐ **Justification for Less than 3 Quotes** *If written quotes are not received from at least 3 sources for procurement up to $25,000, attach a written explanation why the required number of quotes was not obtained.*
  - ☐ **Justification of Award to Other than the Lowest Proposer** *If the lowest proposer is not awarded the contract, attach a written explanation detailing the reason(s) why the contract is awarded to the selected proposer.*
  - ☐ **RFP/RFQ Advertisement and Written Approval of Advertisement** *For procurement through an RFP/RFQ, attach a copy of the required advertisement and the written approval for the advertisement from the County Executive's Office. For all other procurement, attach a copy of the advertisement if advertised.*

Complete Items 1 through 3 for all Competitive Procurement *(For contract amounts over $1,000) Note: Items 1 through 3 are not applicable to procurement through exemption to the RFP/RFQ process by law.*

1. **Procurement Advertisement:** *Check one or more of the boxes that are applicable to the manner in which the request for services was advertised. Explain any circumstance where advertisement is not applicable.*

2. **Evaluation Process:** *Provide the following information in the provided space or on a separate sheet for all contract amounts over $1,000. For RFPs, reference specific documents and/or sections of the RFP as necessary.*

   a. **Explain the process used in ensuring a competitive field:** *Provide a detailed description of the steps taken to identify potential providers and seek as many as possible in order to promote competition, i.e., to allow qualified vendors a fair and equal opportunity to obtain County business and ensure that the County obtains the best value.*

   b. **List the evaluation criteria used to evaluate the proposals:** *Provide a description of the evaluation methodology, evaluation instrument and scoring. Include the qualitative and quantitative measure (criteria and points), cost/benefit analysis and all other factors affecting the evaluation of proposals.*

   c. **List evaluation committee members:** *Provide the name, title and department of each voting member on the evaluation committee.*

3. **Summary of Competitive Procurement:** *(For all contract amounts) In addition to providing the following data, forward to the Comptroller's Office all protests, complaints, etc. received at any time subsequent to the filing of this checklist.*

   a. **Number of proposals solicited:** *Provide the number of requests sent to prospective providers; for advertised RFPs/RFQs, provide the number of requests that were directly solicited.*
   b. **Number of proposals received:** *Provide the total number of proposals received - may be in response to a direct solicitation, advertisement or any other means.*
   c. **Number of no-proposals received:** *Provide the number of negative responses received from providers that were directly solicited.*
   d. **Number of no replies:** *Provide the number of responses that were not received from providers that were directly solicited.*
   e. **Number of rejections:** *Provide the number of proposals received by any means that were rejected by the County and not evaluated due to non-compliance with time-related or other RFP requirements. Attach a separate statement indicating the reason(s) for all refections.*