CCC
STANDARD TERMS AND CONDITIONS

This Standard Terms and Conditions ("STAC") is made on the Effective Date set forth below between **Corporate Cost Control, Inc., an Experian company** ("CCC") and **Suffolk County Community College** ("Client").

1. Agreement. The STAC contain the standard terms and conditions applicable to CCC's provision of products and services (collectively, the "Services") to Client. Terms and conditions specific to the Services ordered by Client are set forth in individual schedules signed by Client and the applicable CCC entity offering the Services (each, a "Schedule") which is incorporated herein by reference. The STAC, together with the Schedule(s), and any other documents incorporated or referenced in a Schedule, constitute the "Agreement." In the event of any conflicting or inconsistent terms, the following order of precedence applies with respect to the Services offered pursuant to a Schedule: (a) the terms and conditions in a Schedule solely with respect to the Service offered pursuant to such Schedule, and (b) the STAC. The use of the term "days" shall mean "calendar days" unless otherwise specified.

2. Fees and Payment. Client shall pay CCC for the Services in the amounts agreed upon in writing and set forth in the applicable Schedule or other mutually agreed pricing document. Unless otherwise provided in the applicable Schedule or pricing document, CCC shall have the right to revise or amend the pricing by providing thirty (30) days' prior written notice to Client before such revision or amendment becomes effective. If Client requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after CCC has commenced work, Client agrees to pay CCC for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, Client agrees to pay CCC the full price for such Services. CCC's invoices will be deemed to be correct and acceptable to Client unless Client advises CCC of disputed items within ten (10) days of their receipt. Payments shall be made to CCC within thirty (30) days of invoice date. If Client fails to pay any invoice in accordance with the foregoing terms, CCC reserves the right to suspend the Services and Client also shall pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include taxes. Client shall be solely responsible for all federal, state, local, or foreign sales or use taxes levied or assessed in connection with CCC's performance of the Services, other than income taxes assessed with respect to CCC's net income, for which income taxes CCC will be solely responsible. Client shall pay CCC a credit card surcharge on payments Client makes by credit card.

3. Data; Confidential Information.

A. CCC Data. The parties acknowledge and agree that the Services may include the delivery, access or use of (i) data that has been furnished or otherwise provided by or on behalf of Client to CCC and is included in CCC databases, (ii) any other data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of CCC to Client, and (iii) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, "CCC Data"). Client represents and warrants that it shall not resell the CCC Data, and that it shall only access, receive and use the CCC Data in the manner explicitly permitted in a Schedule.

B. Client Data. Any non-public data or information provided by or on behalf of Client to CCC in connection with Client's request for the Services and which does not constitute CCC Data ("Client Data") is and shall continue to be the exclusive property of Client. Except as otherwise permitted in a Schedule, CCC agrees to (i) use Client Data only for purposes of providing the Services to Client, and (ii) take reasonable steps to maintain the confidentiality of Client Data and prevent unauthorized access, use or disclosure of Client Data.

C. Confidential Information. Client and CCC agree not to disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. Client and CCC each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information of a similar nature, but not less than reasonable care. The term "Confidential Information" means in any form: (a) all information marked confidential, restricted or proprietary; or (b) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. The parties agree that Confidential Information does not include CCC Data or Client Data. Additionally, certain Confidential Information of the parties may be subject to the applicable provisions of New York's Freedom of Information Law (Public Officers Law, Article 6) ("NYFOIL"); however, the parties agree that CCC's Confidential Information shall not be disclosed under NYFOIL and Client will work with CCC to review the Agreement to determine those terms that may be disclosed or must be redacted. Without limiting the generality of the foregoing, the parties agree that CCC's Confidential Information includes the confidential, proprietary, and trade secret information of CCC, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) models, attributes, weights, data structures, CCC PINs, pricing structures, and application programming interfaces, and (ii) any copies or derivatives of such data or information.

4. Retained Rights; Access and Use.

A. Retained Rights. Client acknowledges that CCC has expended substantial time, effort and funds to develop, create, compile, provide and deliver the Services, CCC Data, CCC Confidential Information and various databases, improvements, technologies, inventions, developments, ideas, and discoveries associated therewith; all of which, when used in connection with the provision of, or access to, the Services shall be deemed part of the Services. Client agrees that the Services, all data in CCC's databases and any other intellectual property that are part of the Services or related to the Services are owned by CCC (or its licensors or providers, as applicable). Nothing contained in the Agreement shall be deemed to convey to Client or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services, CCC Data or CCC Confidential Information. Client shall not acquire any license to use the Services, CCC Data or any CCC Confidential Information in excess of the scope and/or duration described in the Agreement.

B. Access and Use. Client represents and warrants to CCC that it shall only access and use the Services and CCC Data for Client's own internal business and solely in the manner explicitly permitted in the Agreement. Client further agrees that it shall not, and shall not permit others (including but not limited to any affiliate or related companies and users) to, (i) change, modify, add code or otherwise alter the Services in any manner, (ii) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Services, or (iii) use, transform, modify, or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of CCC.

5. Compliance. CCC shall comply with all federal, state and local laws, rules and regulations applicable to CCC as a provider of the Services. Client shall comply with all federal, state and local laws, rules and regulations applicable to Client's access, collection, use, storage, transmission and provision to CCC of Client Data, and Client's access, receipt and use of the Services and CCC Data. CCC reserves the right to revise, amend or supplement the terms or conditions or pricing under the Agreement and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, a third party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Client.

6. Domestic Access and Use. Client shall not access, transfer, or use the Services, CCC Confidential Information or CCC Data outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services, CCC Confidential Information or CCC Data outside the United States or its territories shall require the prior written approval of CCC.

7. Term; Termination. The term of the Agreement shall begin upon the Effective Date set forth below and shall continue in effect until the termination or expiration of all Schedules. Upon termination of the Agreement (in its entirety) or an individual Schedule, Client shall immediately cease using the applicable Services, CCC Data and CCC Confidential Information in its possession. If either party is in material breach of the Agreement or any individual Schedule, the other party may terminate the individual Schedule and/or the Agreement, as applicable,

provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of the Agreement, in which case Client shall have ten (10) days to cure such breach following notice. Notwithstanding the foregoing, the Agreement or any Schedule may be terminated by CCC immediately upon written notice to Client if in CCC's reasonable good faith judgment any Services, CCC Confidential Information and/or CCC Data provided to Client are being used or disclosed contrary to the Agreement and/or any Schedule. In the event that the Agreement (in its entirety) or an individual Schedule is terminated as a result of a breach, the other party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of the Agreement (in its entirety) or any individual Schedule shall not relieve Client of its obligation to pay for any Services performed or provided by CCC under the Agreement or such individual Schedule(s).

8. Limited Warranty; Disclaimers. CCC warrants to Client that CCC will use commercially reasonable efforts to deliver the Services in a timely manner. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY CCC HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES OR CCC DATA. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO CCC BY CLIENT AND OTHER SOURCES, CCC CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, CCC DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, CCC MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CCC SERVICES, ANY CCC DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY CCC HEREUNDER, AND CCC HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CCC DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE CCC SERVICES TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES CCC MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS. ADDITIONALLY, CCC DOES NOT GUARANTEE OR WARRANT A PARTICULAR OUTCOME OR SUCCESS BASED ON ITS PERFORMANCE OF THE SERVICES.

9. Indemnity. Client agrees to defend and indemnify and hold CCC and its affiliates harmless from and against all damages, liabilities, claims, losses, costs and expenses that CCC may incur, suffer, become liable for or which may be asserted or claimed against CCC as a result of provision of inaccurate data or information by Client to CCC or Client's non-performance of any obligation with respect CCC's provision of the Services.

10. Acceptance. Client acknowledges that the prices CCC charges for the Services are based upon CCC's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Client and not CCC. Client agrees that it is responsible for determining that the Services are in accordance with CCC's obligations under the Agreement. If Client reasonably determines that the Services do not meet CCC's obligations under the Agreement, Client shall so notify CCC in writing within ten (10) days after performance of the Services by CCC of the Services in question. Client's failure to so notify CCC shall mean that Client accepts the Services or the performance of the Services as is. If Client so notifies CCC within ten (10) days after access to or receipt of the Services, then, unless CCC reasonably disputes Client's claim, CCC shall, at its option, either re-perform the Services in question or issue Client a credit for the amount Client paid to CCC for the nonconforming Services. CCC'S REPERFORMANCE OF THE SERVICES OR THE REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH SERVICES SHALL CONSTITUTE CLIENT'S SOLE REMEDY AND CCC'S MAXIMUM LIABILITY UNDER THE AGREEMENT REGARDING THE SERVICES.

11. Limitation of Liability.

CLIENT AGREES THAT CCC'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO CCC UNDER THE AGREEMENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY CCC FIRST ACCRUED. CLIENT COVENANTS THAT IT WILL NOT SUE CCC FOR ANY AMOUNT GREATER THAN SUCH AMOUNT. CLIENT FURTHER ACKNOWLEDGES THAT SECTIONS 8 AND 9 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRESENT A FAIR ALLOCATION OF THE RISK BASED ON THE PRICES CCC CHARGES FOR THE SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, OR WILLFUL INFRINGMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

12. Waiver; Severability. Either party may waive compliance by the other party with any covenants or conditions contained in the Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the parties had or would have had, according to the spirit and purpose of the Agreement.

13. [INTENTIONALLY DELETED]

14. Successors and Assigns; No Third-Party Beneficiaries.

Client shall not assign, delegate, subcontract, or transfer any right or obligation of the Agreement without the prior written approval of CCC. The sale, dissolution, or merger, or other transfer of assets or controlling interest of Client shall be deemed an assignment. CCC may use subcontractors to perform any of its obligations under the Agreement and may assign or subcontract the Agreement or any of its rights under it to its affiliates or a subsequent owner. The Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns. Persons or entities who are not a party to the Agreement (other than CCC's affiliates and their respective successors and assigns, which are hereby express third party beneficiaries of the Agreement) shall not have any rights under the Agreement and the parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a party to the Agreement (or an CCC affiliate) or a permitted successor assignee of such party.

15. Excusable Delays. CCC shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Client. Neither party shall be liable for any delay or failure in its performance under the Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its reasonable effort to avoid or remove such causes of

nonperformance and to complete delayed performance whenever such causes are removed.

16. Choice of Law. The Agreement is governed by and construed in accordance with the internal substantive laws of the state of Delaware, without giving effect to any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Any dispute under the Agreement involving a claim or suit against CCC shall be brought in the federal or state courts in Delaware. Any dispute under the Agreement involving a claim or suit against Client shall be brought in the federal or state courts of the state in which Client's principal place of business is located.

17. Notices. All notices, requests and other communications hereunder, including notices to terminate the Agreement, shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission via email, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to CCC and Client shall be addressed to the following individuals:

If to Client:

Angelica Rivera, Vice President of Human Resources

riveraang@sunysuffolk.edu

533 College Road

Selden, NY 11784.

If to CCC:

CCC

475 Anton Boulevard

Costa Mesa, CA 92626

Attn: General Counsel, Law Department

18. Complete Agreement. The Agreement, as supplemented or amended by any Schedules, sets forth the entire understanding of Client and CCC with respect to the subject matter hereof, and the terms of the Agreement shall be superior to, control, and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

19. Amendments. The Agreement may only be amended in writing signed by authorized representatives of both parties.

20. Survival. The provisions of Sections 3, 4, 5, 7, 9, 10, 11, 12, 13, 15, 16, 17, 19 and 21, in addition to any other provisions of the Agreement that would normally survive termination, shall survive termination of the Agreement for any reason.**21. Authority to Sign**. Each party represents that (a) the person signing the Agreement or any Schedule has all right, power and authority to sign the Agreement on behalf of such party; (b) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder; and (c) if it signs the Agreement with an electronic signature, it (i) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (ii) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with an electronic signature; and (iii) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of the Agreement.

IN WITNESS WHEREOF, Client and CCC sign and deliver the STAC as of the Effective Date set forth below.

Corporate Cost Control, Inc., an Experian company

By: _____
Signature (Duly Authorized Representative Only)

Name: Sean P. Dunham
Print

Title: Senior Contracts Counsel

Effective Date: May 2, 2021

Suffolk County Community College
Print or Type Legal Name of Client

By: _____
Signature (Duly Authorized Representative Only)

Name: Edward Bonahue, Ph.D.
Print

Title: President

UNEMPLOYMENT COST MANAGEMENT SERVICES SCHEDULE

This Schedule for Unemployment Cost Management Services (the "Schedule") supplements the CCC Standard Terms and Conditions, dated **May 2, 2021** ("Agreement"), between Corporate Cost Control, Inc. ("CCC") and Client and is entered into by and between Client and CCC. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

1. **Application.** For the purposes of this Schedule, the term "Services" shall mean CCC's provision of services to Client which includes Client's unemployment cost management and related services as described in this Schedule. CCC will provide Services to Client for the fees set forth below.

2. **Term / Notice of Termination**. This Schedule shall be effective for up to six (6) months from the Schedule Effective Date unless either party gives at least thirty (30) days' prior written notice of termination to the other party.

3. **Claims Management.**

A. CCC shall process for the Client all unemployment compensation claims, at all levels of protest or appeal, for the account(s) under contract, dealing directly with the state agencies on behalf of the Client.

B. CCC shall provide hearing guidance to the Client in determining the proper individual, necessary documentation and other pertinent guidelines to best assist the Client in all appeals hearings before all state agencies. It is recognized that the Client has sole discretion as to the final action taken and the state agencies as to final jurisdiction.

C. Hearing representation will be provided by the CCC at the request of the Client.

4. **Education.**

A. CCC shall inform Client of significant changes to unemployment compensation laws, regulations, and interpretations thereof.

B. CCC shall review Client's existing written policy handbook, manual or rules, at Client's request, to provide guidance and information that pertains to the control and reduction of unemployment compensation liability.

C. CCC shall present to Client management reports on a monthly, quarterly and annual basis. The report shall describe the unemployment activity in Client's account(s) and results of CCC's services for Client.

5. **Tax Benefit Charge Auditing and Management.**

A. CCC shall initiate and maintain an audit of Client's unemployment benefit charges. The audit shall consist of the validation of all benefit charges to Client's account(s) and the corresponding unemployment claims; checking for erroneous, incorrect and unwarranted charges. CCC shall file, for Client, all necessary requests, protests and appeals for credit to Client's tax account(s) with the appropriate state agency departments for all erroneous, incorrect and unwarranted charges uncovered in the audit.

B. CCC will verify each state issued unemployment tax rate received and protest any inaccuracies.

C. CCC will review, calculate and recommend beneficial voluntary contributions in the applicable states.

D. CCC will analyze and project the value of joint accounts in applicable states and make recommendations.

6. **Fees.**

A. Monthly Fee: Client shall pay to CCC a quarterly fee of **$1,236.00** for services rendered in accordance with the payment terms in the Agreement.

7. **Data Corrections**. In the event that a Client employee notifies CCC of an error in any Client Data, and CCC or Client concludes that the Client Data is incorrect, Client shall correct the Client Data as required. If Client does not correct the Client Data, CCC may correct the information on behalf of Client.

8. **Service Provider.** CCC will only use the employment and income information provided by Client to perform the services.

9. Service Levels.

A. **Key Measure: Standard Service requests**
Performance Standard: Any client email or phone request for information will be responded to within 24 business hours.

B. **Key Measure: Contact for separation information**

Performance Standard: Should separation/wage information be required to respond to an unemployment claim, contact for this information will be made within one business day of claim receipt.

C. **Key Measure: Protesting of Unemployment Claims**
Performance Standard: Unemployment claims will be protested by state deadlines assuming adequate separation information has been provided in order to do so.

D. **Key Measure: Notification of appeal rights**
Performance Standard: Client be notified of appeal rights within 2 business days of receiving unfavorable determination or decision.

E. **Key Measure: Unemployment Activity Reporting**
Performance Standard: Unemployment activity reports are available for review via the Hamlet Reporting System, 24 hours a day, and 7 days a week.

F. **Key Measure: Notification of scheduled hearing**
Performance Standard: Client will be notified of a scheduled unemployment hearing within 2 business days of receiving a Notice of Hearing. "Notification" shall mean an email, Hamlet queue, or voicemail message providing the date, time, location and name of claimant involved in the hearing.

G. **Key Measure: Hearing Preparation**
Performance Standard: Client's witness(es) will be prepared in advance of hearing participation.

H. **Key Measure: Post- Hearing consultation**
Performance Standard: Post-hearing consultation on unfavorable hearing decisions to occur prior to deadline for appeal to Board of Review.

This Schedule, together with the applicable and incorporated document(s) and the Agreement as amended herein constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

Corporate Cost Control, Inc.

By: _____
Signature (Duly Authorized Representative Only)

Name: Sean P. Dunham
Print

Title: Senior Contracts Counsel

Schedule Effective Date: 05.02.2021

Suffolk County Community College
Print or Type Legal Name of Client

By: _____
Signature (Duly Authorized Representative Only)

Name: Edward Bonahue, Ph.D.
Print

Title: President

Strategic Cost Control, Inc. d/b/a Corporate Cost Control **Contract No.: 21-CC-016**
Unemployment Insurance Administrative Services

AMENDMENT NO. 4

WHEREAS, Suffolk County Community College ("College") and **Strategic Cost Control, Inc. d/b/a Corporate Cost Control ("Contractor")** entered into an Agreement on May 10, 2016 wherein Contractor agreed to provide to the College unemployment insurance administrative services **("Services");** and

WHEREAS, on June 13, 2017, the parties executed Amendment No. 1 to the Agreement, which extended the term thereof to May 1, 2018; and

WHEREAS, on June 7, 2018, the parties executed Amendment No. 2 to the Agreement, which extended the term thereof to May 1, 2019; and

WHEREAS, on May 8, 2019, the parties executed Amendment No. 3 to the Agreement, which extended the term thereof to May 1, 2020.; and

WHEREAS, the College desires to further extend the Agreement for an additional one (1) year and amend certain provisions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The Agreement shall be extended for one (1) year beginning **May 2, 2020 through May 1, 2021**;

2) **Effective as of May 2, 2020, Exhibit E of the Agreement shall be amended to reflect a new Annual Fee for the Services, as set forth in ATTACHMENT 2, annexed hereto.**

3) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Strategic Cost Control, Inc.
d/b/a Corporate Cost Control
FID# 26-3837199

By: Cindee Keaton
Cindee Keaton
Vice President, Client Services

Date: May 28, 2020

Suffolk County Community College

By: Louis J. Petrizzo
Louis J. Petrizzo
Interim President

Date: 05/28/2020

Approved as to Legality:
Suffolk County Community College

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

Date: 05/28/2020

Approved:
Suffolk County Community College

By:
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Date: 5.28.2020

ATTACHMENT 2

Specific Payment Terms and Conditions

Service Fees	Annual Fee
* Unemployment Tax and Claims Administration (12-month term)	**$4,944.00**

General Services	Lump Sum Fee
• Claim Processing and Protests	no extra charge
• Handbook Policy Consultation & Review	no extra charge
• Determination Consultation	no extra charge
• State Advocate/Representative (State Calls)	no extra charge
• Quarterly Educational Webinars/Tutorials	no extra charge
• New Company Registrations	no extra charge
• Online and E-Reporting	no extra charge
• Hearing Preparation & Representation Services	no extra charge

Implementation/Start-up Costs $ no extra charge

Strategic Cost Control, Inc. d/b/a Corporate Cost Control **Contract No.: 21-CC-016**
Project Name: Unemployment Insurance Administrative Services

AMENDMENT NO. 3

WHEREAS, Suffolk County Community College ("College") and **Strategic Cost Control, Inc. d/b/a Corporate Cost Control ("Contractor")** entered into an Agreement on May 10, 2016 wherein Contractor agreed to provide to the College unemployment insurance administrative services **("Services")**; and

WHEREAS, on June 13, 2017, the parties executed Amendment No. 1 to the Agreement, which extended the term thereof to May 1, 2018; and

WHEREAS, on June 7, 2018, the parties executed Amendment No. 2 to the Agreement, which extended the term thereof to May 1, 2019; and

WHEREAS, the College desires to further extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The Agreement shall be extended for one (1) year beginning **May 2, 2019 through May 1, 2020**;

2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Strategic Cost Control, Inc.
d/b/a Corporate Cost Control
Fed. Tax ID # 26-3837199

By: Cindee Keaton
Cindee Keaton
Vice President, Client Services

Date: 5/2/2019

Suffolk County Community College

By: Louis J. Petrizzo
Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 05/08/19

Approved as to Legality:
Suffolk County Community College

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

Date: 5/6/19

Approved:
Suffolk County Community College

By: Gail Vizzini
Gail Vizzini
Vice President for Business and Financial Affairs

Date: MAY 0 6 2019

AMENDMENT NO. 2

WHEREAS, **Suffolk County Community College ("College")** and **Strategic Cost Control, Inc. d/b/a Corporate Cost Control ("Contractor")** entered into an Agreement on May 10, 2016 wherein Contractor agreed to provide to the College unemployment insurance administrative services **("Services")**; and

WHEREAS, on June 13, 2017, the parties executed Amendment No. 1 to the Agreement, which extended the term thereof to May 1, 2018; and

WHEREAS, the College desires to further extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement, and to supplement certain provisions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The Agreement shall be extended for one (1) year beginning **May 2, 2018 through May 1, 2019**;

2) The certificate of liability insurance to be provided to the College, as required by paragraph 4 of the Agreement, shall make reference to the above-indicated Contract No. and Project Name;

3) **College's Non-Discrimination Notice**

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination polices:

Civil Rights Compliance Officers:

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051;

4) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Strategic Cost Control, Inc.
d/b/a Corporate Cost Control
Fed. Tax ID # 26-3837199

By: _____
Cindee Keaton
Vice President, Client Services

Date: 5-16-18

Suffolk County Community College

By: _____
~~Dr. Shaun L. McKay~~
E.V. President Louis J. Petrizzo

Date: 06/07/18

Approved as to Legality:
Suffolk County Community College

By: _____
~~Louis J. Petrizzo~~ Alicia S. O'Connor
College General Counsel/~~Executive V.P.~~

Date: 6/7/18

Approved:
Suffolk County Community College

By: _____
Gail Vizzini
Vice President for Business and Financial Affairs

Date: 6/7/18

Strategic Cost Control, Inc. d/b/a Corporate Cost Control **Law No. 21-CC-016**
Unemployment Insurance Administrative Services

AMENDMENT NO. 1

WHEREAS, **Suffolk County Community College ("College")** and **Strategic Cost Control, Inc. d/b/a Corporate Cost Control ("Contractor")** entered into an Agreement on May 10, 2016 wherein Contractor agreed to provide to the College unemployment insurance administrative services **("Services")**; and

WHEREAS, the College desires to extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The Agreement shall be extended for one (1) year beginning **May 2, 2017 through May 1, 2018**;

2) All other terms and conditions of the original Agreement not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Strategic Cost Control, Inc.
d/b/a Corporate Cost Control
Fed. Tax ID # 26-3837199

By: _____
Jim Paris
Account Executive

Date: 6/7/17

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 6/13/17

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date: 06/12/17

Approved:
Suffolk County Community College

By: _____
Gail Vizzini
Vice President for Business and Financial Affairs

Date: 6/12/17

Strategic Cost Control, Inc. d/b/a Corporate Cost Control **Law No. 21-CC-016**
Unemployment Insurance Administrative Services

Agreement

This Agreement ("Agreement") is between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered community college (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York, and

Strategic Cost Control, Inc. d/b/a Corporate Cost Control ("Contractor"), a Massachusetts corporation authorized to conduct business in the State of New York, having a principal place of business at 50 Nashua Road, Londonderry, New Hampshire 03053.

The parties hereto desire for the Contractor to provide to the College unemployment insurance administrative services ("Services").

Term of Agreement: May 2, 2016 through May 1, 2017 with four (4) one-year options to renew at the sole and absolute discretion of the College.

Total Cost of Agreement: $4,800 annual fee, as set forth in Exhibit E, attached hereto.

Terms and Conditions: Shall be as set forth in Exhibits A through E, attached hereto and made a part of this Agreement.

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

Strategic Cost Control, Inc.
d/b/a Corporate Cost Control
Fed. Tax ID # 26-3837199

By: _____
Jim Paris
Account Executive

Date: 4/29/16

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 5/10/16

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date: 05/10/16

Approved:
Suffolk County Community College

By: _____
Gail Vizzini
Vice President for Business and Financial Affairs

Date: MAY 09 2016

List of Exhibits

Exhibit A
General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. Nonsectarian Declaration
11. Governing Law
12. No Implied Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third Party Beneficiaries
18. Certification as to Relationships
19. Publications and Publicity
20. Copyrights and Patents

Exhibit B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws

Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions
2. Notices Relating to Insurance
3. Notices Relating to Termination and/or Litigation

Exhibit D
Description of Services

Exhibit E
Payment Terms and Conditions

1. General Payment Terms and Conditions
2. Agreement Subject to Appropriation of Funds
3. Limit of College's Obligations
4. Specific Payment Terms and Conditions

Exhibit F
College's Request for Proposals

Exhibit G
Consultant's Proposal

Exhibit A
General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP"), which was advertised on March 17, 2016; and

Whereas, the Contractor submitted a proposal in response to such RFP on April 6, 2016; and

Whereas, the College has selected the Contractor to provide the services as set forth herein; and

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

1. Contractor Responsibilities

a. Services

Contractor shall provide the Services described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.

iii. If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.

iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

d. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

e. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

f. Payments upon Termination

i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.

ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.

iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

a. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Contractor. Unless otherwise specified by the College and agreed to by Contractor, in writing, such insurance shall be 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.

ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) 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. **Worker's 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. Contractor shall furnish to the College, prior to its execution of this Agreement, 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, this Agreement shall be void and of no effect unless Contractor shall provide and maintain coverage during the term of this Agreement 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. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, 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 College and the County of Suffolk shall be named as additional insureds and Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.**

d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Contractor notice in writing.

e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or the County for any purpose.

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

9. Non-Discrimination in Services

During the performance of this Agreement:

a. 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 any services or other benefits provided pursuant to this Agreement; or
- **ii.** provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
- **iii.** subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
- **iv.** restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
- **v.** treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. 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 defeating or substantially impairing accomplishment of the objectives of this Agreement in 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 types of service(s) or other benefits to be provided, or

ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or

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

10. Nonsectarian Declaration

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

12. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. Conflicts of Interest

a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.

b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional 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 in connection with this Agreement.

15. Confidentiality

Any records, reports or other documents of the College and/or the County used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

16. Assignment and Subcontracting

a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

17. No Intended Third Party Beneficiaries

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

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. Publications and Publicity

a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."

The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Copyrights and Patents

a. Copyrights

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

b. Patents

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

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

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County 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 this Agreement's duration. 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 this Agreement, for which the College 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 Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement 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 this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

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

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

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

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

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

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. 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 Contractor services are performed on County property, Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

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

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). 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), 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), 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.

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 this agreement.

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

This Agreement 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 Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that 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.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

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

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York 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, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." 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

Contractor agrees to comply with Chapter 577, Article IV, 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 this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Contractor certifies that he, she, it, or they have 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 the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at http://suffolkcountyny.gov/.

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Contractor

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

For Contractor

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices Relating to Termination and/or Litigation

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Contractor:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

Exhibit D
Description of Services

1. Reports/Progress Meetings

Contractor will be responsible for issuing monthly written reports to the College's Assistant Vice President of Human Resources and to the Office of Legal Affairs on the status of pending and proposed activities. Depending upon the nature of the services provided under this Agreement, the parties may meet from time to time; the place and attendees shall be as mutually agreed upon by the parties. All written reports will also be made available to the County in electronic format.

2. Services

Contractor shall perform the following tasks for the College:

a. Review the present operation of the unemployment insurance program and offer recommendations for any changes necessary or desirable to better control costs and paper flow. However, the College must approve any and all changes to the College's program.

b. Advise the College, through Contractor's attorney and throughout the contract period, of any changes in regulations, precedent-setting decisions and other information on unemployment insurance matters that would impact on the College's program. Contractor shall also analyze the effects of any pending or new unemployment insurance legislation on the College's program and advise the College accordingly.

c. Administer all claims filed, including the protest of contestable determinations made by the New York State Unemployment Insurance Division and any improper charges made against the College. This may not necessarily include actual completion of the claims.

d. Resolve administrative issues, discrepancies and day-to-day problems that may arise between the College and the New York State Unemployment Insurance Division including, but not limited to, matters pertaining to penalty assessments, improper allocation of charges to location codes, questions of eligibility for unemployment insurance benefits, etc.

e. Promulgate and maintain individual claimant charge records and program statistical reports regarding weekly experience rating charges. This includes providing quarterly reports and reconciliation of these reports with the quarterly bills from the New York State Unemployment Insurance Division. Quarterly reports must include the following pieces of information on each claimant:

-social security number
-name
-job title
-reason for separation
-status of the claim (eligibility)
-whether a new or continuing claim
-quarterly charge amount
-explanatory comments, if necessary

f. Categorize quarterly reports by fund, and appropriation number (unit) with sub-totals (amount of benefits paid and number of claimants) for each category and totals for the program. This information must be submitted within 10 days after the close of the quarter to

enable timely payments to the New York State Department of Labor. Adjust format of reports, as required by the College.

g. Represent the College at all unemployment insurance hearings, including appeals. Obtain and coordinate with the College all necessary documentation and attendance of appropriate witnesses at hearings.

h. Provide appropriate legal counsel to oversee representation of the College at unemployment insurance hearings, including appeals, and respond to legal inquiries pertaining to unemployment insurance claims, attending these hearings, as necessary.

i. Provide training sessions for College personnel when required to improve program's control of costs.

j. Provide cost estimate to the College to be used for annual College budgeting purposes.

k. Provide specialized reports to the Assistant Vice President of Human Resources Department and to the Office of Legal Affairs of the College.

End of Text for Exhibit D

Exhibit E
Payment Terms and Conditions

1. General Payment Terms

a. Contractor shall prepare and present an invoice to the College for payment by the College. Claims shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.

b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.

c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.

d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

Annual Fee of $4,800
See Attachment 1, annexed hereto.

End of Text for Exhibit E

Cost Proposal

1. Cost proposals must be provided in a **separate sealed envelope.**

2. Prices shall be applicable for the entire term of the agreement.

3. Consultant should provide all information it deems necessary to explain or clarify its Cost Proposal.

4. Service Fees

Service Fees	Annual Fee
*Unemployment Tax and Claims Administration (12 month term)	$ 4,800

General Services	Lump Sum Fee
• Claim Processing and Protests	no extra charge
• Handbook Policy Consultation & Review	no extra charge
• Determination Consultation	no extra charge
• State Advocate/Representative (State Calls)	no extra charge
• Quarterly Educational Webinars/Tutorials	no extra charge
• New Company Registrations	no extra charge
• Online and E-Reporting	no extra charge
• Hearing Preparation & Representation Services	no extra charge

Implementation/Start-up Costs $ no extra charge

Exhibit F
College's Request for Proposals

The College's Request for Proposals ("RFP") for Services in connection with Unemployment Insurance Administrative Services, advertised March 17, 2016, together with Addendum No. 1, dated March 30, 2016, are incorporated herein by reference.

Exhibit G
Consultant's Proposal

Consultant's Proposal submitted on April 6, 2016 in response to the College's RFP, is incorporated herein by reference.