

**Request for Qualifications (RFQ) to provide Nutrition Program Services
to the Babylon Area for a Home Delivered Meal Program and Congregate Sites
for the Suffolk County Office for the Aging**

Advertised/Issue Date: October 20, 2016

Technical Questions Due: November 3, 2016

Must be submitted in writing (fax/email acceptable) to the Suffolk County Office for the Aging

Response Due Date: December 15, 2016

Contact Information

**Name: Ellen Frankino
Contracts Examiner
100 Veterans Memorial Highway
Hauppauge, NY 11788**

**Tel: 631-853-8262
Fax: 631-853-8225
Email: ellen.frankino@suffolkcountyny.gov**

Response Package Requirements

- Submissions should be sent to Suffolk County Office for the Aging
- Number of Copies: Original plus four (4) copies
- The RFQ No. (located on upper right hand corner of this page) must be on:
 - All outer mailing envelopes/package
 - Original Response and all copies on the binder/cover page
- Original must be labeled "ORIGINAL"
- Original must contain the actual ink signed and notarized required County forms
- All copies must be complete copies of the Original
- Cost Responses/Fee Schedules, original and required number of copies are to be in a separate, single, sealed packet to be included with the Original Response ONLY
- Responses should be submitted in a tabbed and labeled binder, not permanently bound
- Transmittal letter and all required forms should be placed in First Tab of Binder
- Do NOT return RFQ document or the sample "Model Contract". Keep them for your reference.

Late Responses Will Be REJECTED

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RFQ for Nutrition Program Services
Law No.
Suffolk County Office for the Aging

RFQ No. NTRN2017-1
Commodity Code:95230
Advertised: 10/20/16

Suffolk County Required Compliance Forms In Accordance with County Laws

Note: All required forms may be obtained at <http://suffolkcountyny.gov>.
Click on "Bids and Responses" and follow the instructions to register and download the documents.

Section I Administrative Information

1. Purpose of RFQ

The County of Suffolk ("County"), on behalf of the Suffolk County Office for the Aging ("the Department") set forth on page one, invites responses ("Response(s)") from qualified responders ("Responders") to provide nutrition program services ("Services"), as more specifically described in Section III of this RFQ.

The term Contractor ("Contractor") shall mean the successful Responder(s) who may be awarded a contract pursuant to this RFQ.

2. Coordination

a. Prior to Award of Contract

The Suffolk County Office for the Aging is responsible, as the Department, for the issuance of the RFQ:

Suffolk County Office for the Aging
100 Veterans Memorial Highway
Hauppauge, New York 11788
Main Tel: (631) 853-8200
Fax: (631) 853-8225

Contact: RFQ contact listed on page one of this RFQ.

b. After Award of Contract

- I. The Department is responsible for coordinating with the Suffolk County Attorney's Office and the Responder regarding the negotiation and execution of the contract.
- ii. The County will execute a contract with the Responder, based on the Model Contract included in this RFQ. Note that the Model Contract is subject to negotiation and revision, based on the Department's needs and the approval of the County Attorney's Office.
- iii. The Response submitted by the Responder in response to this RFQ, as may be negotiated by the Department, will become the basis for the contract.

c. After Execution of Contract

The Department is responsible for administration of the contract.

3. Background Information

- a. Suffolk County, with a population of 1.5 million, is Long Island's eastern-most county, and covers an area of approximately 900 square miles, 20 miles at its widest part and approximately 86 miles in length.

- b. The County of Suffolk is a municipal corporation of the State of New York with an annual operating budget of approximately \$2.6 billion. The County employs approximately 12,000 employees, with main offices located in Hauppauge, Yaphank, Riverhead, and several smaller locations.

4. Evaluation Committee and Award of Contract

The RFQ Evaluation Committee will include representatives of the Department. The Suffolk County Department of Law acts as counsel to the Evaluation Committee, but does not vote in the selection process. The award of any contract will be made in the best interest of the County.

The RFQ Evaluation Committee shall include the following:

- a. The Department Head, or his or her designee, of the Department requesting the RFQ.
- b. Key personnel within the Department who currently administer and define the parameters of the program according to New York State Standards.

5. Questions and Comments

a. Administrative Questions

Administrative questions (e.g., procedural questions on how to respond to this RFQ) may be submitted by telephone or in writing (fax/email acceptable) to the Department's staff member listed on page one of this RFQ.

b. Technical Questions

Technical questions (questions which are specific to the service requested in this RFQ) must be submitted in writing (fax/email are acceptable) on or before the date set forth on page one of this RFQ to the attention of the Department staff member listed on page one of this RFQ. Responses to such technical questions will be developed by the requesting Department and issued by the Purchasing Office in the form of an Addendum to this RFQ.

c. No Direct Contact

No questions or comments should be directed to any County employee or any firm currently in contract with the County regarding this RFQ during the RFQ process, except as set forth in subparagraphs 5.a and 5.b above or as may be requested or permitted by the Department and/or the Suffolk County Department of Law. Failure to comply may result in disqualification.

6. Due Date for Responses

- a. Responses must be submitted to the attention of the contact person listed on page one, by 3:30 pm on the date set forth on page one of this RFQ.
- b. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFQ and applicable to all Responders.

7. Number of Copies of Response

One (1) original, plus such additional numbers of copies as set forth on page one of this RFQ of the responses to Sections II, IV, V and VI are required to be sent to the Suffolk County Office for the Aging.

Note: Section VI, entitled "Cost Response/Fee Schedule," is required to be in a separate, sealed envelope, properly labeled.

Do not submit Responses that are permanently bound.

8. RFQ Policies and Procedures

- a. It is the County's intent to select the Responder that provides the best solution for the County's needs. In order for the County to conduct a uniform review process of all Responses, Responses must be submitted in the format set forth below in the paragraph entitled "Response Format." Failure to follow this format may be cause for rejection of a Response because adherence to this format is critical for the County's evaluation process.
- b. The contract will be in the general format set forth in Section VII entitled "Model Contract," but will be subject to final contract negotiations.
- c. This RFQ is not intended, and shall not be construed, to commit the County to pay any costs incurred in connection with any Response or to procure or contract for any services.
- d. As a preliminary step, each Response will be examined to determine whether it is responsive to the requirements of this RFQ. After such preliminary review, all responsive Responses will be evaluated.
- e. The decision to award a contract shall be based on the ability of the Responder to provide quality and needed services and products and to comply with all applicable laws, rules, and regulations, including without limitation the local preference and other Suffolk County local laws referenced in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."
- f. While the County is under no obligation to contact Responders for clarifications, it reserves the right to do so. Depending on the number and quality of the Responses submitted, the County, at the sole discretion of the RFQ Evaluation Committee, may elect to interview all or some of the Responders during the selection process and to request presentations.
- g. After evaluating the Responses, the County may enter into negotiations with one Responder or multiple Responders. The primary purpose of negotiations is to maximize the County's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Responder or multiple Responders. Negotiations will be structured by the County to safeguard information and ensure that all Responders are treated fairly.
- h. Section II entitled "Responder Profile" will be used in the Department's evaluation of the Responder's general qualifications.

- i. The award of any contract will be made as judged to be in the best interest of the County.

9. RFQ Posted On County Website

This RFQ is available on-line at: <http://suffolkcountyny.gov/aging> click on "Bids and Responses" and follow the instructions to register and download the documents. By registering on-line you will automatically be notified of all future addendums. If you should need assistance, please contact the Department's primary contact set forth on page one of this RFQ.

10. Reservation of Rights

The County expressly reserves the right to:

- a. Reject or cancel any or all responses or any part thereof submitted in response to this RFQ;
- b. Withdraw the RFQ at any time, at the County's sole discretion;
- c. Disqualify any Responder whose conduct and/or Response fails to conform to the requirements of the RFQ;
- d. Use Response Information obtained through site visits, management interviews, and the County's investigation of a Responder's qualifications, experience, ability or financial standing, and any material or information submitted by the Responder in response to the County request for clarifying information in the course of evaluation and/or selection under this RFQ;
- e. Prior to Bid opening, amend the RFQ specifications to correct errors, or oversights, or to supply additional information as shall become available;
- f. Prior to Bid opening, direct Responders to submit Response modifications addressing subsequent RFQ amendments;
- g. Change any of the dates concerning the RFQ award schedule;
- h. Eliminate any mandatory, not-material specification that cannot be complied with by all of the prospective Responders;
- i. Waive any requirements that are not material;
- j. Award negotiated contracts to one or more Responders;
- k. Negotiate with the successful Responder(s) within the scope of the RFQ, in the best interest of the County;
- l. Conduct contract negotiations with the next responsible Responder should the County be unsuccessful in negotiations with the selected Responder;
- m. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Response and/or to determine a Responder's compliance with the requirements of the RFQ.

11. Response Format

The following materials are required to be received by the County, by the Response Due Date set forth on the first page of this RFQ. The topics listed under these general headings are minimum standards and should not be viewed as limitations to the information provided by the Responder in response to this RFQ.

PLEASE RESPOND TO ALL BOLDED AND UNDERLINED QUESTIONS OR REQUESTS AND NUMBER YOUR RESPONSES TO CORRESPOND WITH EACH SECTION OF THE RFQ (EXAMPLE IV. 2. a.)

a. Transmittal Letter (one original plus four (4) copies)

A transmittal letter is a letter on the Responder's stationery. A corporate officer or an authorized agent of the Responder must sign the transmittal letter. The transmittal letter must state the contact person who will be responsible for answering all questions of the County Evaluation Committee. Include the telephone number, fax number, and e-mail address for such contact person.

b. Required Forms

i. **Disqualification of Non-responsible Bidders (LL 52-2012 Form) (2 pages)**

LL 52-2012 Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

ii. **Suffolk County Form 22 -- Responder's/Vendor's Public Disclosure Statement (2 pages)**

SCEX Form 22 is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

A corporate officer, or an authorized agent of the Responder, must sign one (1) original of form and have it notarized.

Please note that any Responders who are not-for-profit corporations are not required to complete this form.

iii. **Non-Collusive Offer Certification (FTS Form) (1 page)**

FTS Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

iv. **Lawful Hiring Forms (LHE-1 and LHE-2 Forms) (2 pages)**

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

The Labor Department's Lawful Hiring of Employees Unit may be reached at (631) 853-3808 for specific questions.

v. Living Wage Forms (LW-1 and LW-38 Forms) (2 pages)

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

If you answer yes to LW-38, then you MUST answer questions 12 and 13 on LW 1 form.

The Labor Department's Living Wage Unit may be reached at (631) 853-3808 for specific questions.

vi. Suffolk County Union Organizing Certification/Declaration (LO1 Form) (2 pages)

LO1 Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

(Note: this Form will be required only from the Apparent Successful Responder)

c. Responder Profile/Response to Questions set forth in RFQ Section II entitled "Responder Profile"

Responders' responses will be used in the County's evaluation of the Responders' general qualifications.

d. Conflict of Interest (Section II)

Responders must disclose to the County the existence of any conflicts of interests, whether existing or potential. If none exist, state so. Responses shall disclose:

- i. Any material financial relationships that the Responder or any employee of the Responder has that may create a conflict of interest in acting as a Responder for Suffolk County.
- ii. Any family relationship that the Responder or any employee of the Responder has with any County employee that may create a conflict of interest or the appearance of a conflict of interest acting as a Responder for Suffolk County.
- iii. Any other matter that the Responder believes may create a conflict of interest or the appearance of a conflict of interest acting as a Responder for Suffolk County.

e. List (if applicable) of Subcontractors (Section II)

Identify all Subcontractors the Responder plans to use and the function for which such Subcontractors will be responsible. Provide qualifications, including prior relevant experience, for all Subcontractors anticipated to be used (Reference Section II).

Subcontractors must complete all County forms listed above in Section I paragraph 11(b). (refer to page 8).

Subcontractors must respond to all questions set forth in the RFQ Section entitled "Responder Profile." This includes financial statements.

Subcontractors must respond to all requirements, to the extent such requirements are applicable to the services they will be providing, set forth in RFQ Section IV entitled "Technical Requirements."

Failure to include this information in the Response may be grounds for disqualification.

f. Responder's Proposed Technical Services/Response to items set forth in the RFQ Section entitled "Technical Services" (Section IV)

This Section will be used in the County's evaluation of the Responder's proposed technical services. Separate responses to the congregate and home delivered Technical Services Questionnaires are required.

g. Responders Certification Regarding Funding (Section V)

h. Responder's Cost Response/Fee Schedule - Response to items set forth in the RFQ Section entitled "Cost Response/Fee Schedule" (Section VI)

This Section will be used in the County's evaluation of the Responder's proposed Cost Response/Fee Schedule.

- i. Responses shall be prepared avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Each response in a Response shall clearly identify the section and paragraph number from the RFQ to which it responds.

12. Award Criteria

a. General Qualifications: 40 points

Responder's history, expertise, experience, reliability, financial viability, and references. See RFQ Section II, entitled "Responder's Profile" for specific requirements.

b. Proposed Technical Services/Products: 40 points

Strategies, methodologies, services offered by Responder. See RFQ Section IV, entitled "Technical Requirements" for specific requirements.

c. Cost Response/Fee Schedule 20 points

Separate sealed envelope.
See Section entitled "Cost Response/Fee Schedule Response" for specific requirements.

Total 100 points

13. Contract Terms and Conditions

- a. Reference is made to the Model Contract set forth in Section VI entitled "Model Contract." The Model Contract is included to illustrate general terms and conditions, including indemnification and insurance, which will be included in the contract when executed.

- b. If the Responder has a concern or question regarding any of the terms and conditions included in the Model Contract, the Responder should note such concerns or questions in the Response. The Response must identify any items relating to the Model Contract that the Responder requests be negotiated.
- c. The Model Contract is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney's Office.
- d. Portions of the Response, as may be subsequently modified in negotiations with the County, may be included as exhibits in any contracts that the County may execute with the Responder.
- e. The County will execute a contract with principal contractors only. Any arrangements, including fee arrangements, partnerships, or collaborations between the principal Responder and subcontractors that provide services as part of the Response, must be fully disclosed in the Response.
- f. The Responder should not return the Model Contract with the Response.

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

Responders are advised that the efficient, timely, and non-disruptive provision of goods and services is a paramount financial interest of the County and, as such, the County requires the potential Responder to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements, and reasonable access agreements.

15. Non-Responsible Bidder

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

The Responder certifies that it has complied with the disclosure requirements under section 189-7 of the Suffolk Code, it is in compliance with all applicable licensing laws, and that it either has not engaged in a prohibited act covered under section 189-5 of the Suffolk County Code or is otherwise exempt from the provisions of Article II of Chapter 189 of the Suffolk County Code under section 189-9.

This certification shall be set forth on the LL52-2012 Form "Disqualification of Non-Responsible Bidder."

16. Effective Period of Responses

All Responses must state the period for which the Response shall remain in effect (i.e., how much time the County has to accept or reject the Response under the terms proposed). Such period shall not be less than 180 days from the Response due date.

17. NYS Freedom of Information Law (FOIL)

All submissions for the County's consideration will be held in confidence pending final execution of the contract(s) unless disclosure is required by law or judicial order. However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law

Article 6. Therefore, if a Responder believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed would cause substantial injury to the competitive position of the Responder's enterprise, and the Responder wishes such information to be withheld if requested pursuant to FOIL, the Responder shall submit with its Response a separate letter addressed to the primary contact referenced in this RFQ, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the Response containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of the Responder's enterprise, and formally requesting that such information be kept confidential. Failure by a Responder to submit such a letter with its submission will constitute a waiver by the Responder of any interest in seeking exemption of this information under Article 6 of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Responder may be subject to disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Response be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

End of Text for Section I

Section II Responder Profile

1. General Information/Responder's History

- a. Company name and address.
- b. Year company was founded and history. Year Company initiated a Nutrition Program for the Elderly.
- c. Total number of employees in company, and the number of employees at servicing office(s).
- d. Location(s) from which services will be performed.
- e. Describe the nature of your organization (e.g. business, corporation, not-for-profit corporation, proprietorship, etc.).
- f. Provide an organizational chart.
- g. Contact person and title, phone number and e-mail address.

2. Qualifications and Experience of Personnel

- a. Provide resumes of the program manager, home delivered meal assessor (if applicable) and other key staff who will be assigned to this program. Provide copies of Food Manager's Certificates for all appropriate staff.
- b. For each professional listed above, describe his/her qualifications and provide information regarding:
 - i. Education;
 - ii. Professional licenses and other affiliations (copies of which shall be submitted with Responses);
 - iii. Number of years engaged in services relating to the services requested in this RFQ;
 - iv. Other relevant work experience or qualifications;
 - v. The role each identified person would play;
 - vi. Percentage of time staff member will spend on this program,
- c. Describe other programs involving similar services. Describe the role and experience of key personnel assigned to other similar programs who will be assigned to this program.
- d. Will temporary staff also be involved? If so, include details of their supervision and training.
- e. In addition, Suffolk County may make such investigations as it deems necessary to determine the ability of the Responder to perform the work. The Responder shall furnish to the County, within five (5) business days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Response if the information submitted by, or investigation of such Responder fails to satisfy the County that such Responder is

properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Responses will not be accepted.

3. Financial Viability

a). Financial Statements – Mandatory for Nongovernmental Agencies

Requirement specifications:

- i. Current financial statement (if current year not available previous calendar year acceptable) prepared and certified by an Independent Certified Public Accountant (CPA) to include:
 - o Balance Sheet
 - o Income Statement
 - o Cash Flow Projection
 - o Opinion Letter
- ii. If independently audited financial statement is not available, the most current in-house Company statement to include
 - o Balance Sheet
 - o Income Statement
 - o Cash Flow Projection
 - o Financial Statement to be signed by one of the following attesting to the accuracy of the statement:
 - Chief Executive Officer (CEO)/Chief Financial Officer (CFO)/Chief Operating Officer (COO)
- iii. **Failure to submit complete, comprehensive documents may result in disqualification for consideration of an award.**

b). Indebtedness to County, Liens, and Litigation

Submit a statement as to indebtedness, if any, to the County; and a listing of all outstanding liens, if any, against the Responder. Submit a summary of all litigation, if any, against the Responder and disposition or outcome of same.

c). Statement Regarding Bankruptcy

Include a statement disclosing any bankruptcy (ies) filed within the last seven (7) years. The statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

4. References

- a). **Provide three references for which you have provided services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.**

- b). **Provide a list of all contracts with the County of Suffolk within the last five (5) years (regardless of type of service), the time period for those services and your primary County contact.**

5. Conflicts of Interest and/or Potential Conflicts of Interest

a) Relationships with Third Parties

Any Responder to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom the County of Suffolk does business with respect to the services required by this RFQ. This duty continues for so long as the Responder is retained on behalf of the County or its employees.

b) Relationships with County Departments/Agencies/Employees

Any Responder to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employees. This duty continues for so long as the Responder is retained on behalf of the County or its employees.

6. Subcontractors

If you intend to use the services of a Subcontractor, please provide all of the above information in this Section for each such Subcontractor.

Note that the County must pre-approve the use of any Subcontractor.

7. Other Contracts with the County

Provide a list of all contracts with the County of Suffolk within the last five years (regardless of type of service) and the time period for those services.

End of Text for Section II

Section III Background Information

1. Background Information and Overview

The Department is the designated Area Agency on Aging. The Department is a separate and identifiable unit of Suffolk County government, functioning for the purposes of planning and administering programs for Suffolk residents sixty (60) years of age and older and acting as advocate on their behalf.

It is the mission of this office to help older Suffolk County residents to be as independent as possible for as long as possible through advocacy, development and delivery of person-centered, consumer-oriented, and cost effective policies, programs and services which support and empower the elderly and their families, in partnership with the network of public and private organizations which serve them.

The Department located at the H. Lee Dennison Building 100 Veterans Memorial Highway 3rd Floor Hauppauge, New York. All services are administered through this location. The Department has a 2016 Operating Budget of over \$13.5 million and staffing consists of over 55 employees.

- Responses are solicited to provide Nutrition Services for the Elderly throughout Suffolk County as part of the implementation of the Older American Act (OAA) Title III C, Nutrition Program for the Elderly (NPE), the Wellness In Nutrition (WIN) Program and Community Services for the Elderly (CSE).
- The intended outcome of the Nutrition Program for the Elderly is to improve, maintain or delay the decline in the nutritional status of person sixty (60) years of age and older and help them to remain independent in their own homes and communities.
- Suffolk County Nutrition Program for the Elderly currently consists of thirty-four nutrition programs, which provide nutritious congregate and home delivered meals and supportive services. Examples of supportive services include information and assistance public information, transportation, shopping assistance, socialization, nutrition counseling, nutrition education, volunteer activities and recreation.

a. **Location** - The Congregate site and location where supportive services are provided should be at a location or locations close to the majority of eligible individuals' residences as feasible, preferably within walking distance. Home delivered site location may only require an office where personnel perform necessary work and volunteers report (if applicable). Locations must be ADA compliant. Emergency exits must be clearly identified.

b. **Meal Requirements** - Each meal must provide a minimum of one-third (1/3) of the Dietary Reference Intakes (DRI) for the sixty (60)-plus age group as established by the Food and Nutrition Board of the National Academy of Sciences' Institute of Medicine with menus developed under the supervision of, and approved by, the Department's Registered Dietitian for a (6) six-week cycle. Special low salt and basic diabetic diets must be provided to those clients requiring such upon physician's order. The meal pattern and the amounts must follow those set forth by the New York State Office for the Aging. All aspects of food preparation and service must meet the standards of the Suffolk County Department of Health Services, e.g., safe temperature of food – hot entrée always served at a minimum of 140°F, salad and other cold items served at 41°F or below. All meals must meet all regulations as set forth in the Model Contract, Technical Assistance Packet, and Policy and Procedure Manuals. There shall be no more than two (2) hours between the time of completion of cooking and the beginning of serving for foods which need to be held at temperatures above 140 °F. For home-delivered meals, this applies to the last meal served on the route.

- c. **Meal Preparation** - Cooking may be done on site or by an approved caterer. Cooking on site is contingent on the Department's approval and two (2) years prior experience in institutional food preparation. The County will not provide funds to build or equip an institutional food service facility. For all catered programs, the subcontractor (caterer) must meet the approval of the Department and have two (2) years prior experience in institutional food preparation as approved by Suffolk County Department of Health with an off-premise catering permit, if applicable.
2. a. The standard model for **Congregate Programs** provides a nutritious mid-day meal served in a congregate setting to an eligible individual. The standard model operates on a five (5) day per week basis, Monday through Friday, except legal holidays (see Holiday Schedule – Appendices), and provides one mid-day meal per participant. Most sites remain open a minimum of five (5) hours each day of operation. All meals must be individually portioned on plates and served and consumed in a congregate setting. The number of meals to be provided each day must be determined through a reservation system. Participants may be offered a frozen meal the last business day before a legal holiday, a weather emergency or other scheduled closure. See Policy and Procedure Manuals – Suffolk County Office for the Aging Appendices. A **Summary Sheet** for each congregate meal type and location is required.
- b. Alternative meal service responses such as weekend, dinner hour or breakfast meals, holidays, ethnic meals, or any combination of the foregoing with or without mid-day meals, may be considered. Any exceptions to the standard model must be justified due to budget considerations or to potentially serve more clients. A **Summary Sheet** for each congregate meal type and location is required.
- c. Appropriate **Transportation** to congregate sites should be furnished. Responders must be able to provide participant transportation as needed. Some existing programs have County-owned vehicles, and, to the extent needed as is feasible, such vehicles may be made available to Responders who receive awards under this RFQ.
- d. **Registration - Congregate** meals are provided to those elderly who have been registered by the Responder using the NAPIS Client Registration form (See Suffolk County Office for the Aging Appendices). Participants of the congregate program must be sixty (60) years of age or older or the spouse of an eligible individual regardless of age. Congregate meals are served to eligible participants and consumed on site. A completed NAPIS registration form is required for all participants prior to service. There is no means test to qualify.
3. a. The standard model for **Home-Delivered** meal programs provides a hot prepackaged mid-day meal in three (3)-compartment containers or other acceptable containers (see Suffolk County Office for the Aging Appendices- Technical Assistance Packet), and are delivered to the home of eligible participants five days per week. One meal is provided to each participant per day. State the number of meals to be served each day. All meals must be labeled with contents and date prepared. All participants must receive a frozen meal delivered the last business day before a legal holiday, a weather emergency or other scheduled closure. See Policy and Procedure Manuals – Suffolk County Office for the Aging Appendices. A **Summary Sheet** is required for each meal type and location.
- b. **Alternative Meal Service** - Home Delivered meals may be cook-chilled or frozen. Only those clients who have the ability to safely store and reheat meals and who accept this meal type are eligible for alternative meal service. These conditions must be noted in the COMPASS assessment. Cook-chilled meals must maintain a temperature below 41 degrees. Frozen meals must be frozen solid and remain frozen during delivery. Recipients of alternative meals must be contacted on "off days" if they

do not receive a daily delivery. Such contact must be documented. All meals must be labeled with contents, appropriate heating directions and date prepared. Any exceptions to the standard model must be justified due to budget considerations or to potentially serve more clients. In the event of a power outage, an alternate plan must be in place since clients will not have the ability to heat meals. A Summary Sheet is required for each meal type and location.

c. Pick-up and Delivery of Home Delivered Meals - There shall be no more than two (2) hours between the time of completion of cooking and the beginning of serving for foods which need to be held at temperatures above 140 degrees F. For home-delivered meals, this applies to the last meal served on the route.

d. Assessment - Home-delivered meals are provided to those elderly whose eligibility has been determined by the Responder, using the New York Comprehensive Assessment AFM form (COMPASS). (refer to Suffolk County Office for the Aging Appendices). Participants of this program must be sixty (60) years of age or older or the spouse of an eligible individual regardless of age. Eligibility requires that individuals must be physically and/or mentally unable to attend a congregate nutrition site, and have no alternatives through which his/her nutritional needs can be met without hospitalization or institutionalization. Eligibility must be determined prior to the delivery of service by performing an in-home assessment. The assessment must be done by a qualified assessor initially with a six (6) month follow up and a complete in home assessment annually thereafter. Meals are provided to eligible participants for home consumption who reside within a reasonable catchment area from the Responder's service location.

The Responder's home delivered meal assessor responsible for conducting assessments and reassessments, developing care plans, authorizing services, and terminating or discharging clients for home-delivered meal program shall:

- i. be graduated from a regionally accredited college or university, or a N.Y.S. registered four-year college or university, with a bachelors' degree; or
- ii. be a registered nurse with one year of satisfactory full-time experience in that profession;
or
- iii. possess the full-time equivalent of four years of satisfactory experience in social casework; social work in a community or social action program; teaching in an accredited school; or as a community services worker or case aide in a human services district; or
- iv. possess a satisfactory equivalent combination of the foregoing training and experience.

4. Technical - All client information and service delivery ("the Data") must be recorded electronically using the Department's approved computer software program. This Data must be complete and accurate and kept up to date in accordance with the Policy and Procedure Manuals for Congregate and Home Delivered Meal Programs. Contractor requirements for Data entry is a high speed internet connection, Windows 7 or higher, Mozilla Firefox 3.5 or higher or Microsoft Internet Explorer 11 or higher, Adobe Reader 9 or higher and Foxit Reader (for any off-line functionality). Monthly client Data and service delivery must be recorded no later than the 10th of each month for the prior month.

5. Supportive Services - must be provided as appropriate to the needs and abilities of each participant and scheduled at least one month in advance. Sites are required to provide a monthly schedule showing the specific supportive services available to clients. Supportive service programs at the senior nutrition programs play an important and vital role in the socialization of clients. These activities not

only encourage socialization but also encourage the exploration of other interests and shared information with like-minded people. Examples of supportive services include information and assistance, public information, transportation, shopping assistance, socialization, nutrition counseling, nutrition education, volunteer activities and recreation.

6. Equal Access and Targeting Policy

a. In providing services under this program, preference shall be given to providing services to older individuals with the greatest economic or social needs with particular attention to low-income minority individuals, (42 U.S.C. §3025 (a) (1) (E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established by the Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental abilities, language barriers, and cultural, social or geographical isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens such individual's capacity to live independently. (42 U.S.C. §302(21)).

b. The following target groups have been identified as having the greatest economic and social needs: low income, low income minorities, individuals with Limited English Proficiency (LEP), rural resident, native Americans, institutionalized/at risk for institutionalization, individuals with Alzheimer's and related disorders, individuals with disabilities, caregivers of individuals with Alzheimer's/related disorders and individuals with disabilities, minorities, frail and vulnerable, LGBT (lesbian, gay, bisexual, and transgender), homebound. The responses shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations. The program must employ specific outreach strategies which may include, but are not limited to, locating target populations using Census or other resource data, distributing translated printed materials, locating services in catchment areas for targeted populations, directing publicity to community-based groups, and utilizing minority staff/volunteers. The use of mailers and flyers alone is not an effective method of outreach.

c. The Responder shall, at a minimum, maintain a telephonic interpretation service contract or similarly community arrangement with a language interpretation services provider of their choice. The Responder's staff for the program with public contact must be aware of, and trained in the timely and appropriate use of these language services. The Responder shall also ensure that LEP persons are informed of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand at service locations.

7. **Client Comments** - All clients participating in either Congregate or Home Delivered Programs must be given an opportunity to make comments on the quality of service received.
8. **Coordination** - Coordination for the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort is required. This includes all activities both within and outside the Responder's organization.
9. **Other Resources** -The functions and services of the project must be coordinated with other resources in the community and within the Contactor agency including volunteer component, if applicable.
10. **Contributions** - There is no means test to qualify for Congregate Meals, Home Delivered Meals, and Supportive Services, however, participants receiving service under this program must be provided with the opportunity to make a voluntary and anonymous contribution. Service may not be denied, however, if a person is unable or unwilling to make a contribution. Those having a household income of 185 % of the poverty level or higher are encouraged to make a contribution equal to the cost of the meal. Signs

listing the suggested contribution amount and the actual cost of the meal must be posted at all site locations. All contributions must be used to enhance the programs. The projected annual income from contributions and a plan for the intended use of these contributions are required. An audit trail of all incoming contributions received must be reported monthly. All written material regarding contributions must include the sources of funding for the program and must include the following information:

Contributions to this (these) service(s) are completely voluntary and anonymous. Service will not be denied because of inability or unwillingness to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

11. **Emergency Procedures** - The Responder's Nutrition Program Staff must adhere to emergency procedures. The Department must receive notification of delays, closings or emergency situations by 8:30AM. When a nutrition site is closed due to an emergency, the closing must be announced on local radio and television stations. Seniors are instructed to listen to their local radio and television stations. All at-risk clients must be contacted for safety and other needs that may arise. Additionally, comprehensive emergency procedures must be available including but not limited to written notification of the local fire department and fire drills held at least annually.
12. **Client Security and Confidentiality of Information** - Client records and information must remain secure. Client information must be stored in a secure place and there must be strict policies to ensure that client information is not shared for any reason other than reasons pertaining to the program. Each site must have policies for record retention, maintenance and the procedure to discard records (i.e. shredding). This includes but is not limited to the security of automated records (passwords, policies for changing passwords, etc.). Programs using portable electronic devices (tablets, laptops or off-site computers) must have a security policy in place including but not limited to confidential passwords and log-in information.
13. **Documentation** -
Provide copies of any and all applicable licenses and certificates, including but not limited to:
 - a. Applicable permit from the Suffolk County Department of Health Services (provide for on-site cooking or provide for caterer)
 - b. Applicable permit from the local Town Building Department
 - c. Food Manager's certificate(s) – Site Manager and cooking staff (if applicable) or any food handlers
 - d. Six week sample menu including low-salt and diabetic alternates
 - e. One-month activity schedule
 - f. Scheduled list of holidays
 - g. Written notification to the local Fire Department
 - h. Floor Plan of Each Location with Emergency Exits clearly indicated
 - i. Summary Sheet for each location, meal type, area served and days of service

End of Text for Section III

Section IV
Technical Requirements Questionnaires

Please number your responses to correspond with this section of the RFQ (example IV 1.a)
If you are not responding to certain portions of the RFQ please indicate the questions are N/A.

I. Congregate Meal Programs:

A nutritious mid-day meal served in a congregate setting to an eligible individual. Participants of the congregate program must be sixty (60) years of age or older or the spouse of an eligible individual regardless of age. The mid-day meal must meet one third (1/3) of the Dietary Reference Intakes (DRI) for the sixty (60)-plus age group as approved by the Department's Registered Dietitian and is served and consumed by the eligible participant in the congregate setting. There is no means test to qualify. There is a suggested voluntary and anonymous contribution which is used to expand and enhance the program. A completed NAPIS registration form is required for all participants.

1. a. **Location** - Describe the location of the congregate meal setting and catchment area to be served. Provide a floor plan of each location(s) with Emergency Exits clearly indicated. Confirm the location(s) is ADA compliant. (refer to page 16)

b. **Meal Requirements** – State how meals will be provided and describe how they will follow the guidelines of the Department. (refer to page 16)

c. **Meal Preparation** - Describe the type of meal preparation. Will you be cooking on site or will you use a caterer. Be sure to adhere to prerequisite requirements. (refer to pages 17)

To cook on site: Describe your experience in providing institutional food service. Include a description of the operating procedures you plan to use in the purchase, stocking and the preparation of the food. Assure that you will be capable of implementing the provisions of the contract on January 1, 2017.

To subcontract to a caterer: Indicate the subcontractor(s) who may be engaged and the extent of the service involved. Describe experience in providing similar services.

Provide a six-week cycle menu.

2. a. **Provide a model narrative** of the proposed program including days of operation and types and number of meals you plan to serve. See Policy and Procedure Manuals – Suffolk County Office for the Aging Appendices. A **Summary Sheet** is required for each meal type and location. (refer to page 17)

b. **Provide a narrative and justification for the alternative meal type**, if applicable, including days of operation and number of meals you plan to serve. **What is the your plan in the event of a power outage resulting in the client's inability to heat meals?** (refer to page 17) A **Summary Sheet** is required for each meal type and location. (refer to page 17)

c. **Describe how you will provide transportation** as appropriate to the needs of each participant. (refer to page 17)

d. **NAPIS Client Registration** – Outline your plan for determining client eligibility and for completing the NAPIS client registration prior to service delivery. (refer to page 17)

3. **Pertains to Home Delivered Meal Programs Only**
4. **Technical** - Provide a plan for the timely recording of electronic data. This includes client registration and service delivery. Identify the staff providing support for the proposed program. (refer to page 18)
5. **Supportive Services** - Provide a one (1)-month activity schedule showing the specific supportive services you will make available at the congregate meal site. (refer to page 18)
6. **Equal Access and Targeting**
 - a. Provide a comprehensive plan for outreach and targeting to older individuals with the greatest social and economic need as described in Section III. (refer to pages 19)
 - b. Provide a plan for serving targeted populations specific to your catchment area. This plan must include specific action steps. (refer to page 19)
 - c. Provide the name of the telephonic interpretation service for Limited English Proficient individuals (LEP) that you have contracted with and verify that your staff with public contact is trained to use it. Confirm that this service is free to clients and that LEP persons are informed of this service in a language they can understand at service locations. (refer to page 19)
7. **Client opportunity to make comments** - Describe the method in which all clients participating in the Congregate Program will be given the opportunity to comment on the quality of service received. (refer to page 19)
8. **Coordination** - Describe the coordination for the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. Include all activities both within and outside the Responder's organization. (refer to page 19)
9. **Other Resources** - Describe the way in which the functions and services of the project will be coordinated with other resources in the community and within the Responder agency. Include a description of the volunteer component, if applicable. (refer to page 19)
10. **Contributions** - State how clients will be given the opportunity to make a completely voluntary and anonymous contribution to the cost of the program. Clients may not be denied service due to inability or unwillingness to contribute. (refer to pages 19&20)
What is the suggested amount of the proposed contribution per meal?
Are contributions requested for supportive services such as transportation?
If so, what is the suggested amount of the proposed contribution per service?
What is the anticipated income from the contributions for the proposed contract year?
Describe how the contributions will be used to enhance the program.
11. **Comprehensive emergency procedures must be outlined**, including but not limited to, written notification of the local fire department and fire drills held at least annually. Provide a plan for the Responder's Nutrition Program Staff to notify the Department, by 8:30 AM, in the event of an emergency. This would include closings, delays and alternate food service plans. (refer to page 20)
12. **Client Security and Confidentiality of Information** - Describe your method of securing client records including security of computer records (passwords, changing passwords, etc.) on and off site. Include your policies for record retention, maintenance and the procedure to discard records (i.e. shredding). (refer to page 20)

13. Documentation

In addition to documentation required in Sections I and II, provide copies of any and all applicable licenses and certificates, including but not limited to:

- a. Applicable permit from the Suffolk County Department of Health Services (provide for on-site cooking or provide for caterer)
- b. Applicable permit from the local Town Building Department
- c. Food Manager's certificate(s) – Site Manager and cooking staff (if applicable) or any food handlers
- d. Six week sample menu including low-salt and diabetic alternates
- e. One-month activity schedule
- f. Scheduled list of holidays
- g. Written notification to the local Fire Department
- h. Floor Plan of Each Location with Emergency Exits clearly indicated
- i. Summary Sheet for each location, meal type, area served and days of service

Please number your responses to correspond with this section of the RFQ (example IV 1.a)
If you are not responding to certain portions of the RFQ please indicate that the question is N/A.

II. Home-Delivered Meal Programs:

A nutritious home delivered mid-day meal that is delivered to an eligible individual. Participants of this program must be sixty (60) years of age or older or the spouse of an eligible individual regardless of age. Eligibility requires that individuals must be physically and/or mentally unable to attend a congregate nutrition site, and have no alternatives through which his/her nutritional needs can be met without hospitalization or institutionalization. Eligibility must be determined by the Responder prior to the delivery of service by performing an in-home assessment, the COMPASS. This meal must meet one third (1/3) of the Dietary Reference Intakes (DRI) for the sixty (60)-plus age group as approved by the Department's Registered Dietitian. Meals should be labeled and dated including heating instructions if applicable. There is no means test to qualify. There is a suggested voluntary and anonymous contribution which is used to expand and enhance the program.

1. a). **Location** - Describe the location(s) of the home delivered meal office or facility and the catchment area to be served. Provide a floor plan of each location(s) with Emergency Exits clearly indicated. Confirm the location(s) is ADA compliant. (refer to page 16)

b). **Meal Requirements** - State how meals will be provided and describe that they will follow the guidelines of the Department. (refer to page 16)

c). **Meal Preparation** - Describe the type of meal preparation. Will you be cooking on site or will you use a caterer. Be sure to adhere to prerequisite requirements.(refer to page 17)

To cook on site: describe your experience in providing institutional food service. Include a description of the operating procedures you plan to use in the purchase, stocking and the preparation of the food. Assure that you will be capable of implementing the provisions of the contract on January 1, 2017.

To subcontract to a caterer: indicate the subcontractor(s) who may be engaged and the extent of the service involved. Describe experience in providing similar services.

Provide a sample six-week cycle menu.

2. **Pertains to Congregate Meals Only**

3. a). **Provide a model narrative** of the proposed program including days of operation and types and number of meals you plan to serve. See Policy and Procedure Manuals – Suffolk County Office for the Aging Appendices. (refer to page 17)

A **Summary Sheet** is required for each meal type and location.

b). **Provide a narrative and justification for the alternative meal type,** if applicable, including days of operation and number of meals you plan to serve. Client acceptance and ability to safely store and reheat must be noted on COMPASS. Proposed alternative meal service will require a **plan for client reassurance calls on "off- days" if meals are not delivered daily. Provide your plan to document such calls.** In the event of a power outage, an alternate plan must be in place since clients will not have the ability to heat meals. **What is the your plan in the event of a power outage resulting in the client's inability to heat meals?** (refer to pages 17 &18)

A **Summary Sheet** is required for each meal type and location.

c). **Describe pick-up and delivery procedures** for meals to home-delivered meal participants in compliance with Department of Health Services Standards. See the Technical Assistance Packet and the Policy and Procedure Manuals for details regarding safe food handling requirements. (refer to page 18)

- d). **COMPASS Assessment** - Outline your plan for determining client eligibility and for completing the COMPASS assessment prior to service delivery. This must include a plan for initial assessment, 6 month follow up and full reassessment annually performed by a qualified assessor. (refer to page18)
4. **Technical** - Provide a plan for the timely recording of electronic data. This includes client registration and service delivery. Identify the staff providing the support for the proposed program. (refer to page 18)
5. **Supportive Services** - Provide a one (1)-month activity schedule showing the specific supportive services you will make available to home delivered clients. (refer to pages 18&19)
6. **Equal Access and Targeting**
- a). Provide a comprehensive plan for outreach and targeting to older individuals with the greatest social and economic need as described in Section III. (refer to page18)
 - b). Provide a plan for serving targeted populations specific to your catchment area. This plan must include specific action steps. (refer to page 18)
 - c). Provide the name of the telephonic interpretation service for Limited English Proficient individuals (LEP) that you have contracted with and verify that your staff with public contact is trained to use it. Confirm that this service is free to clients and that LEP persons are informed of this service in a language they can understand at service locations. (refer to page 18)
7. **Client opportunity to make comments** - Describe the method in which all clients participating in the Home Delivered Meal Program will be given the opportunity to comment on the quality of service received. (refer to page 19)
8. **Coordination** - Describe the coordination for the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. Include all activities both within and outside the Responder's organization. (refer to page 19)
9. **Other Resources** - Describe the way in which the functions and services of the project will be coordinated with other resources in the community and within the Responder agency. Include a description of the volunteer component, if applicable. (refer to page 19)
10. **Contributions** - State how clients will be given the opportunity to make a completely voluntary and anonymous contribution to the cost of home delivered meals and supportive services. Clients may not be denied service due to inability or unwillingness to contribute. (refer to pages 19 & 20)
- What is the amount of the proposed contribution per meal?**
- Are contributions requested for supportive services?**
- If so, what is the suggested amount of the proposed contribution per service?**
- What is the anticipated income from the contributions for the proposed contract year?**
- Describe how the contributions will be used to enhance the program.**
11. **Comprehensive emergency procedures must be outlined**, including but not limited to written notification of the local fire department and fire drills held at least annually. Provide a plan for the Responder's Nutrition Program Staff to notify the Department, by 8:30 AM, in the event of an emergency. This would include closings, delays and alternate food service plans. Also describe procedures to be followed for ensuring the well-being and safety of the home delivered participants in the event of a weather emergency. (refer to page 20)

12. **Client Security and Confidentiality of Information** - Describe your method of securing client records including security of computer records (passwords, changing passwords, etc.) on and off site. Include your policies for record retention, maintenance and the procedure to discard records (i.e. shredding). (refer to page 20)
13. **Documentation**
In addition to documentation required in Sections I and II, provide copies of any and all applicable licenses and certificates, including but not limited to:
- a. **Applicable permit from the S. C. Department of Health Services (provide for on-site cooking or provide for caterer)**
 - b. **Applicable permit from the local Town Building Department**
 - c. **Food Manager's certificate(s) – Site Manager and cooking staff (if applicable) or any food handlers**
 - d. **Six week sample menu including low-salt and diabetic alternates**
 - e. **One-month activity schedule**
 - f. **Scheduled list of holidays**
 - g. **Written notification to the local Fire Department**
 - h. **Floor Plan of Each Location with Emergency Exits clearly indicated**
 - i. **Summary Sheet for each location, meal type, area served and days of service**

End of Text for Section IV

**Section V
 Certification Regarding Funding**

Proposing organization: _____

Enter all program funding received from all sources during the period 2016

| Grantor Agency (Source of Funds) | Program (e.g. Community Services for the Elderly Program) | Amount |
|--|---|--------|
| | | \$ |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Subtotal | \$ |
| Cost Sharing/Participant Contributions | | \$ |
| | Total | \$ |

Certification

I certify that the public and private funding itemized above (subtotal amount) will not be supplanted by the Nutrition Program for the Elderly funds for which this Response is submitted.

 Authorized Signature

 Date

End of Text for Section V

**Section VI
Cost Response/Fee Schedule**

1. **Separate Envelope:**
The Cost Response(s) should be submitted in the same package as other items required by this RFQ, but should be in a separate sealed envelope labeled "Cost Response. One original cost response plus three (3) copies are needed as part of the response submitted.
2. **Cost is One of Several Evaluation Criteria:**
Selection of Responders will be based on the evaluation criteria set forth in the Section entitled "Administrative Information", please note that the County will not necessarily choose the Responder with the lowest rates for Services. The County intends to contract with enough Responders to provide total geographic coverage for each service.
3. **Additional Information:**
The Responder should provide any additional information it deems necessary to explain or clarify its Cost Response. Provide one completed certification form.
 - a) Please state your requested reimbursement per meal for congregate meals on the attached cost sheet.
 - b) Please state your requested reimbursement per meal for home delivered meals on the attached cost sheet.
4. **Appropriation of Funds:**
All available Nutrition Program for the Elderly funding must be used to initiate or supplement, and not supplant, existing services. Identify all sources of funding that are currently used to provide any already existing services. See attached Certification re: Funding. One completed form must accompany each response. Note on the form if not applicable.

End of Text for Section VI

Section VII

Model Contract Subject to Negotiation

This Contract ("the Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Office for the Aging ("the Department"), located at the H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and

Insert Name of Contractor ("the Contractor"), a New York Not-For-Profit Corporation (Insert if Applicable: "a Municipal Corporation"), having an address at Insert Address.

The Contractor has been designated to receive funds from the County for Insert Description ("the Services") as set forth in Article I, entitled "Description of Services."

Term of the Contract: January 1, 201 through December 31, 201; with an option, to be exercised at the County's discretion, to June 30, 201 on the same terms and conditions herein.

Total Cost of the Contract: Shall not exceed \$x,000.00, to be paid as set forth in Articles V and VI, attached.

Terms and Conditions: Shall be as set forth in Articles I through VI, attached hereto and made a part hereof.

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

Contractor

County of Suffolk

By: _____

Supervisor

Fed. Tax ID

Date _____

By: _____

Dennis M. Cohen

Chief Deputy County Executive

Date _____

Approved:
Department

By: _____

Holly S. Rhodes-Teague

Director, Office for the Aging

Date _____

Recommended:

By: _____

Date _____

(barcode)

_____ hereby certifies under penalties of perjury that I am an officer of _____, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that _____ meets all requirements to qualify for exemption thereunder.

Name _____ Date _____

Approved as to Form:

Dennis M. Brown

Suffolk County Attorney

By: _____

Niranjan G. Sagapuram

Assistant County Attorney

Date _____

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Article VI42

Budget

Article I
Description of Services
Nutrition Program for the Elderly

Whereas, the County issued a Request for Qualifications (“RFQ”) on; and

Whereas, the Contractor submitted a proposal in response to such RFQ; and

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

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

1. Conflicting Provisions

In the event of any conflict between any provision in this Article I and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I, that it shall prevail over the exhibit.

2. General Description of Services

The Contractor shall provide a Nutrition Program for the Elderly to improve, maintain or delay the decline in the nutritional status of persons sixty (60) years of age and older and help them to remain independent in their own homes and communities, as more specifically detailed in Contractor’s Response to RFQ No. ___ and associated addendum on file in the Department and which are incorporated herein as if the same were repeated herein in full.

3. Adherence to Regulations

- a. The Contractor must comply with the regulations and statutes applicable to the conduct of the Nutrition Program for the Elderly contained in Title III of the Federal Older Americans Act (42 U.S.C.A. §3030e et seq.) as required by the United States Department of Health and Human Services, its Administration on Aging, the New York State Office for the Aging, and Aging; and/or New York Executive Law Article 19-J, 9 NYCRR Section 6654.10 and Section 6654.11.
- b. The Contractor and all of their subcontractors shall adhere to the terms of the Departments NYS Area Plan, to the extent that the program is a part thereof, and the Department agrees to make the NYS Area Plan available to the Contractor.
- c. The Contractor shall provide all nutrition services in conformity to New York State Office for the Aging requirements which are incorporated in the Suffolk County Office for the Aging Policy and Procedure Manuals (Appendices) and will adhere to the requirements of the Suffolk County Office for the Aging Technical Assistance Packet (see Appendices).
- d. The Contractor shall adhere to the program specifications as outlined on the Summary Sheet(s) for either Congregate Program or Home Delivered Programs as submitted for RFQ No. ___, which may be modified and is (are) attached and made part of the Contract.

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- e. The Contractor shall adhere to the specifications as submitted in the Contractor's Response to Section IV – Technical Services for RFQ No. ___ and the Contractor's specifications for Targeting, Outreach and Equal Access, which are attached and made part of this Contract.
- f. The Contractor shall comply, and shall require its officers and directors, partners, trustees or other members of its governing body, and personnel employed to render services under this Contract, to comply with all applicable rules, regulations and requirements of law, including without limitation, the Americans with Disabilities Act, and the Technical Assistance Packet, receipt of a copy of which is acknowledged.

4. Caterer's Contract

The Contractor shall provide a copy of the current caterer's contract if applicable. If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of Suffolk County Office for the Aging under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and federal and state law.

5. Applicable to All Programs

- a. In general, but without limitation, the Contractor shall be required to meet the criteria listed below:
 - i. There is no means test for services funded under this program. The term "means test" is defined as an eligibility determination for a program or services based upon an individual's or family's income and or assets.
 - ii. Each meal must provide a minimum of one-third of the Dietary Recommended Intakes ("DRI") for the sixty (60)-plus age group as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council with menus developed under the supervision of, and approved by, the Department on a (6) six-week cycle. Special low salt and basic diabetic diets must be provided to those clients requiring such upon physician's order. The meal pattern and the amounts must follow those set forth by the New York State Office for the Aging. All aspects of food preparation and service must meet the standards of the Suffolk County Department of Health Services, e.g., safe temperature of food – hot entrée always served at a minimum of 140°F, salad and other cold items served at 41°F or below. There shall be no more than two (2) hours between the time of completion of cooking and the beginning of serving for foods which need to be held at temperatures above 140 degrees F. For home-delivered meals, this applies to the last meal served on the route.
 - iii. The Contractor's preparation site where the food is prepared, processed, and/or packaged must meet Suffolk County Department of Health Services and/or State Department of Health regulations. Consistent with these regulations, all food handlers who prepare or work with food must have a Food Manager's Certificate. Periodic physical examinations may be required. Further, the Contractor shall assure that such employees observe good habits of personal hygiene. The Contractor must provide the Department with a copy of

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the most recent Suffolk County Department of Health Services Food Establishment Inspection Report, and any subsequent reports issued during the term of the Contract. The Contractor must provide evidence that any violations cited on said report have been corrected and that the preparation site remains in compliance with Suffolk County Department of Health Services and/or State Department of Health regulations.

- iv. The nutrition site shall be open as stated on the Summary Sheet, which is attached and made part of this Contract; fully staffed, during regular business hours based on local need and available funding. Holiday schedules are to be posted one month in advance at the nutrition site. The Contractor shall submit copies of all holiday schedules and staff vacations to the Department.
 - v. The Contractor shall cooperate with and accept direction from the Department's staff.
 - vi. All nutrition programs which cook on site must hold a complete sample of each day's meal(s), including all components except milk and bread, in the refrigerator for five (5) days for testing purposes. All nutrition programs which serve catered meals must hold a complete sample of each day's meal(s), including all components except milk and bread, if possible, or hold three (3) tablespoons of each meal component, in the refrigerator for five (5) days for testing purposes.
 - vii. All congregate sites will develop and maintain emergency plans for weather and evacuation. A copy of the plan will be submitted to the Department at least annually and in the event of modifications to the plans.
 - viii. The County will not reimburse for meals ordered by the Contractor from a caterer who is directly paid by the County in instances where those meals are not served or verified as eligible. The cost of those unserved meals will be deducted from the Contractor's voucher for the month in which they were ordered but not served or verified.
- b. Specifications for Congregate Meal Programs**
- i. Persons sixty (60) years of age or older or who are the spouse of an eligible individual regardless of age are eligible to participate in the congregate program. Congregate meals may be available to handicapped or disabled persons under sixty (60) years of age who reside with eligible congregate participants. The standardized National Aging Program Information System (NAPIS) Client Registration Form (see also Policy & Procedure Manual) or New York State (NYS) Short form must be completed for all participants annually, or more frequently if the client's circumstances change.
 - ii. The Contractor must provide participant transportation as needed and supportive services as appropriate to the needs and abilities of each participant. Supportive services include nutrition education, information and referral, outreach, public information, recreation, shopping assistance, socialization and volunteer activities. Nutrition education and training must include speakers and/or presentations. Flyers and hand-outs by themselves are not considered nutrition education.
 - iii. When viewed as a whole, transportation services must be accessible to people with disabilities as required by the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (49 CFR part 37).
 - iv. The Contractor must abide by standards set forth under both Section 504 of the

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Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (28 CFR Parts 35 and 36) which require that all programs and facilities (buildings, restrooms, etc.) must be accessible to the handicapped.

- v. The site manager shall work closely with the Department's staff and other local agency staff to provide a full array of supportive services for participants.

c. Specifications for Home-Delivered Meal Programs

- i. Eligibility must be determined prior to the delivery of service by using the standardized Comprehensive Assessment Tool (COMPASS – Form) (see also Policy & Procedures Manual – Appendices). Each client receiving home-delivered meals must meet the eligibility criteria. A care plan shall be developed within six (6) working days of the completion of the assessment.

- Applicant must be physically and/or mentally unable to prepare or provide for his/her own nutritional needs, and be unable to attend a congregate nutrition site, and have no alternatives through which his/her nutritional needs can be met without hospitalization or institutionalization.
- Applicant must be sixty (60) or over, or a resident spouse of a participant who is eligible and is receiving home-delivered meals.
- Applicant must reside in the County of Suffolk and within established or proposed delivery area served by the Nutrition Site.
- Applicant must live alone or with a spouse or resident who is unable to provide nutritionally adequate meals for the applicant.
- Applicant must have no family, or other persons, in the immediate area who are capable and willing to provide nutritionally adequate meals for the applicant.
- Applicant must be able to accept responsibility for consumption of home-delivered meals according to the instructions established by the Home Delivered Meal Program.

Each client receiving home-delivered meals must be reassessed at appropriate intervals based on each client's situation, but in no instance less frequently than at least once in each (12) twelve-month period. The Contractor will also make a (6) six-month contact in the form of a home visit or a telephone call.

- ii. Once eligibility has been determined an assessment for the client MUST be completed prior to meal(s) served. In emergency situations, a meal may be served prior to the completed assessment with approval from SCOFA. In this instance, an assessment must be completed within five (5) days. Failure to comply with this policy could result in a loss of reimbursement for meals served prior to an assessment being completed.
- iii. The packaging of meals must meet the standards of the Suffolk County Department of Health Services. Aluminum foil partitioned containers are recommended. In order to maintain safe food temperatures in delivery, equipment approved by the National Sanitation Foundation must be purchased. Menus, whenever possible and feasible, should be sent to the clients.

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- iv. The Contractor must provide supportive services to the homebound client according to his or her specific needs. The frequency of the supportive services will be determined by the individual assessment. Nutritional counseling and education must be included in this service.
- v. The Contractor shall provide a meal for those holidays and/or weather emergencies that fall on a weekday. The holiday/emergency meals may be frozen or canned and must be delivered the last business day before the holiday or weather emergency. In addition, an emergency supply of shelf-stable food should be made available twice a year for weather related emergencies. A list of suggested food items is available from the Department (see Policy & Procedure Manuals).

6. Administration

- a. Overall administration of this program will be the responsibility of the Contractor. The Contractor or its designee will insure proper implementation and direction of the service, act as liaison between the Department and the actual service, and insure accuracy and timeliness of submission of all reporting forms and expenditures.
- b. Program Staff shall attend meetings and training as requested by the Department.
- c. Attendance by site managers at site managers' meetings and training sessions is mandatory. Transportation to these meetings must be accomplished without decreasing transportation services to the program.

7. Contractor's Staff

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to meet all the specifications and responsibilities of the program in an orderly, punctual and reliable manner and to assure the health, safety, and welfare of participants. Personnel involved in all aspects of food handling and preparation are to be in good health and trained to ensure the safety standards of the food prepared and served. A full-time manager/supervisor will direct and coordinate the daily operations. All meetings and trainings required by the County are to be attended by the appropriate staff. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency.
- b. The County shall have the right to prior approval of the filling of any site manager position and the home-delivered meal assessor, and shall be advised by the Contractor of the duties and compensation of all personnel assigned to the Nutrition Program for the Elderly Program.

8. Coordination

The Contractor must coordinate the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. In order to accomplish this, the Contractor will undertake activities such as, but not limited to, participation in inter-agency meetings, coordination of referrals and follow-ups with other local service providers, entering into agreements with other organizations for joint efforts and/or funding, centralized assessment and maintaining up-to-date resource materials both within and outside the Contractor's organization.

9. Targeting and Outreach

- a. The Contractor, to the extent it has discretion regarding to whom it will provide services, must give preference to providing services to those unserved and underserved older adults in greatest

social or economic need particularly those older adults who are: low income, low income minorities, individuals with limited English proficiency, rural residents, Native Americans, institutionalized or those at risk for institutionalization, individuals with Alzheimer's and related disorders, individuals with disabilities, caregivers of individuals with Alzheimer's related disorders and individuals with disabilities, minorities, frail, vulnerable, LGBT and homebound, in accordance with their need for such services and to meet the specific objectives established by the Department within the PSA, (OAA §305 (a)(2)(E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established annually by the U.S. Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual's ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).

- b. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the Department following the methods the Department has established for complying with the targeting requirements under the OAA and the Equal Access and Targeting Policy issued by the New York State Office for the Aging. Consistent with the OAA and NYS applicable regulations, including the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations); the Contractor's targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable).
- c. The following target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
- i. **Minority** - persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of Two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or Two (2) or More Races categories, defined below).
- a) **Black** - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self-report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
- b) **Hispanic (or Latino)** - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.
- c) **Asian** - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

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- d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
 - e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - f) Other Race or Two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low – Income** - Persons with incomes at or below 100% (150% for WIN) of the poverty level.
- iii. **Frail** – Persons with one or more functional deficits in the following areas:
- a. Physical functions;
 - b. Mental functions;
 - c. Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
 - d. Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).
- Disabled** – Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. This includes alcoholism and drug addiction.
- iv. **Vulnerable** – Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:
- i. Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter.
 - b) Rural residence;
 - c) Persons with disabilities;
 - d) Institutionalized or at risk of institutionalization;
 - e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
 - f) Low literacy;
 - g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
 - h) Homebound; and,
 - i) Alzheimer's or other Dementia.

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- d. In order to comply with Targeting requirements, the Contractor must employ Outreach Strategies which may include, but are not limited to, locating target populations using Census or other resource data, translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and minority staff/volunteers.

10. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.
- b. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and new sites shall be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (l)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
- For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
 - For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
 - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- c. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law, all subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

Mandated Action:

The Contractor shall, at a minimum, maintain a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor's staff for this program with public contact must be aware of, and trained in the timely and appropriate use of, these language services. The Contractor shall also ensure that LEP persons are informed of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand at service locations.

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11. Reporting Requirements

- a. For reports required for this fee-for-service Contract, one (1) unit of service is equal to one (1) meal. For Nutrition Education, each participant of a group or individual session receives one (1) unit of service. For Transportation, one (1) unit of service is each one way trip per person.
- b. The following forms and reports are required by the County to meet the standards of the Nutrition program:

i. Monthly Program Reports

Copies of the participant daily sign-in sheets must be received in the Department by the eighth (8th) day following month's end.

The units of service/unduplicated count report, including targeting results, is due the eighth (8th) day following month's end.

The activity report is due one (1) week prior to the month reported.

Menu forms are due four (4) weeks prior to the serving cycle.

ii. Monthly Fiscal Reports

Suffolk County Office for the Aging Forms NPAG 2 (congregate), NPAG 3 (home-delivered), NPAG 4 and NPAG 5 are due the eighth (8th) day following month's end. NPAG 4 and 5 are to be signed in ink by the site manager where indicated. The forms listed above are found in the Policy and Procedure Manual (see Appendices).

iii. Demographics

The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services:

- Name.
- Sex.
- Age.
- Disabled/Frail.
- Vulnerable.
- Lives Alone.
- Low Income – The need resulting from an income level at or below the poverty threshold, as established by the Bureau of the Census, and updated annually as follows:

| Size of Family Unit | 100 % of Poverty Threshold | 150% of Poverty Threshold | 185% of Poverty Threshold |
|---------------------|----------------------------|---------------------------|---------------------------|
| 1 | \$0/year | \$/year | \$/year |
| 2 | \$0/year | \$/year | \$/year |

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- Minority.
- Low Income Minority – Those minority persons whose income is at or below the poverty threshold.

c. Electronic Reporting

- i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by the Department and compliant with State and Federal reporting requirements. Data for all participants must be updated monthly.
- ii. In order to comply with electronic reporting requirements, the Contractor must have adequate computer equipment and software available to support the approved form.
- iii. NAPIS required registration must be completed for all congregate and home-delivered meal participants. The congregate NY Short Form or NAPIS Client Registration Form and home delivered NY Comprehensive AFM form or subsequent approved assessment tool(s) must be entered electronically in SAMS 3 or in subsequent County approved computer systems. All participant data must be entered completely by the twelfth (12th) of each month for the previous month's data.
- iv. Home-delivered meal participants must have eligibility determined
 - 1) prior to the delivery of service using the NAPIS required NY Comprehensive AFM form or subsequent approved assessment tool, or
 - 2) in cases where there is a documented emergency; the assessment must be done within five (5) working days of service delivery. The Contractor shall contact the Department's Nutrition Unit of any occurrence whereby the assessment is not completed under 1) or 2) above. Each participant receiving home-delivered meals must be reassessed at appropriate intervals based on each participant's situation, but in no instance less frequently than at least once in each (12) twelve-month period. The Contractor will also make a (6) six-month contact in the form of a home visit or a telephone call. The assessment and subsequent reassessments must be entered electronically and completed by the twelfth (12th) of each month for the previous month's data.

12. Incident Reporting

- a. The Contractor agrees to provide the Department with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Contract. All such notifications should be given to the Department immediately after the incident, if possible, but in no case longer than five (5) days after the incident. The Contractor further agrees to send the Department copies of all "notices of claim" or any other papers relating to litigation it receives relating to the program covered under this Contract.
- b. The Contractor will report at least verbally to the Department, within twenty-four (24) hours any incidents involving the client, whether the incident requires medical attention or not. A written follow up of such incident shall be sent to the Department within five (5) days of occurrence. The Contractor will report any circumstances outside normal events that affect the well-being of the client, including deteriorating conditions and significant changes that might lead to unsafe conditions for the client.

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13. Confidentiality

Confidential records shall be maintained on each recipient. Reports, as required by the Department, should not contain the names of any clients, and identifying codes should be used to indicate particular clients served, if necessary.

- a. The Contractor agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual without such individual's written consent to such disclosure, except to the Department.
- b. In the case of a request by the Department for names and addresses of individuals participating in the program, the Contractor shall furnish such information as requested. Failure to comply with a request by the Department for such information shall be deemed a material breach of this Contract and shall result in a freeze on all monies due and owing to the Contractor until compliance by the Contractor.

14. Promotions and Advertising

- a. It is the responsibility of the Contractor to provide publicity for the program and to have an identifying logo in equal sized lettering on any printed materials and on all brochures, flyers, and advertisements (including without limitation television graphics), and on program vehicles, as follows:

Purchased with Federal Funding:

Funding provided by the
U.S. Dept. of Health and Human Services
through the New York State Office for the Aging
and the
Suffolk County Office for the Aging

Purchased with State/County Funding:

Funding provided by the
New York State Office for the Aging
through Suffolk County

- b. Any announcement of the program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph shall prevail over any conflicting provisions of Exhibit I Paragraph 27.

15. Contributions

- a. The Contractor has the obligation to inform each recipient of the service of the opportunity to make a completely voluntary and anonymous contribution toward the cost of the service. Service may not be denied if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the Program and must include the following information:

Contributions to this (these) service(s) are completely voluntary and anonymous. Service will not be denied because of inability or unwillingness to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

- b. Each recipient of service must be informed in writing of the opportunity to contribute at least annually.

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- c. In the congregate setting, the Contractor must provide a locked box and envelopes for the suggested meal donations for the participants in order to protect the confidentiality of program participants' identities and the amount which they contribute. The suggested donation amount will be determined through consultation with the Suffolk County Office for the Aging and the Site Council.
 - i. All sites must post the suggested contribution for program participants.
 - ii. Price of the meal for guests must be posted.
 - iii. The above two amounts are to be posted near the locked box.
- d. For home-delivered meal participants, the Contractor must provide envelopes for the suggested meal donations of the participants in order to protect the confidentiality of the program participants' identities and the amount which they contribute.
- e. The Contractor must encourage individuals with self-declared incomes at or above 185% of the federal poverty guideline to contribute at levels based on the actual cost of services.

16. Soliciting Participant Comments & Satisfaction Surveys

Pursuant to the NYS Office for the Aging Regulations Section 6654.8, the Contractor shall develop and implement procedures to obtain the views of program participants about the services they receive. Copies of records of such views shall be maintained for at least five (5) program years and shall be available to the Department for inspection upon request. Such method shall respect the client's right to confidentiality. In any event, at the conclusion of the service, but not less often than annually, the Contractor shall send each recipient an evaluation letter and survey in the form approved by the Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

17. Monitoring**a. Financial Transactions**

The Department's staff and staff of the New York State Office for the Aging may examine or review evidence regarding the existence, timing and classification of financial transactions that are charged to the program for reimbursement. To obtain this evidence, such staff may examine documentary evidence, including financial statements, financial reports, etc., and original records. Such staff may make physical verification by actually observing or counting certain assets (e.g., cash, equipment and supplies) to establish their physical existence. The Contractor shall cooperate in the Department's periodic physical verification of cash, food, equipment, supplies and other assets of the program.

b. Program

The Contractor agrees to permit the Department's staff and staff of the New York State Office for the Aging to review program records and to monitor training, supervision and services at any time.

18. Grievance Procedures

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Department has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act. The Contractor shall comply with the requirements of the Grievance Procedures as set forth in Article IA.

19. Certificate of Incorporation

The Contractor (if not a town or other municipal corporation) shall furnish the Department with certified copies of its Certificate of Incorporation and bylaws, including any amendments thereto, at the time it signs this Contract, to the extent not already on file with the Department, and any amendments thereto during the term of this Contract promptly upon their adoption, and a list of the board members governing the Contractor from time to time. The Contractor shall not dissolve any existing corporation or establish any new corporation with the responsibility for the operation of the program without the prior written approval of the Department.

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GENERAL FOOD SPECIFICATIONS

FOOD SPECIFICATIONS FOR CYCLE MENUS

Meat or Alternate

Meats - USDA Choice or Better
 Preservatives, tenderizers, or coloring agents may not be added to any fresh meat or fresh meat product.

Vegetables and Fruits

All fresh fruits and fresh vegetables must not contain bisulfates.
 All fresh fruits and fresh vegetables must be washed.

| <u>Fresh Fruit</u> | <u>Minimum Size</u> |
|--------------------|---------------------|
| Oranges | 113 |
| Apples | 120 |
| Bananas | 150 |

½ cup represents drained weight of fruits and vegetables
 Frozen Vegetables - Grade A - Fancy (USDA)
 Canned Vegetables - Grade A - Fancy (USDA)

Margarine - from liquid vegetable oil and fortified with Vitamin A

Bread/Alternate - whole grain or enriched

Instant Mashed Potatoes must be fortified with Vitamin C

Milk - Vitamin A & D fortified skim or low-fat milk – Three (3) days lead time from day of service

Desserts

Gelatin - fortified with Vitamin C

Milk-based puddings used for pudding mix

Canned Fruits - Grade A - Fancy (USDA)

Canned Fruit Juices - Grade A - Fancy (USDA) - fortified with Vitamin C

Frozen Fruits - Grade A - Fancy (USDA)

All foods shall be obtained from State or Federal inspected plants.

End of Text for Article I

**Contractor's Response to RFQ No.
For Nutrition Programs for the Elderly &
Targeting, Outreach and Equal Access
Copy of Caterers Agreement and
Performance Measurements Attachment**

Attachment

PERFORMANCE MEASUREMENTS FOR THE NUTRITION PROGRAMS

Each Nutrition Contractor will be evaluated annually using the following performance measurements.

1. Each Contractor must report total meals served monthly no later than the twelfth (12th) of the month. These numbers will be compared to the percentage of the contract term elapsed.
2. Each Contractor will be monitored annually by the S.C. Office for the Aging staff for programmatic compliance and for kitchen safety. Below are listed the areas to be monitored that will receive numerical values for compliance.
 - A. **Programmatic** (each section is worth 10 points.)
 1. Service activity / Performance
 2. Targeting
 3. Staffing
 4. Accountability / reporting
 5. Security
 6. Service practices
 - B. **Kitchen** (each section is worth 10 points)
 7. Menus
 8. Certifications/ signs
 9. Meal service
 10. Sanitation / storage

Article IA**Grievance Procedures****1. Purpose**

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Suffolk County Office for the Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services.

2. Notifying Participants of the Right to File a Grievance

- a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by the Department and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied services by the Contractor and the Department program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

3. Grievance Process

- a. Filing of grievances must follow the following process:
 - i. Participants must submit their grievances in writing to the Department's Program Administrator.
 - ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. The Department's Program Administrator may grant an extension for good cause shown.
 - iii. The grievance should be filed on the form approved by the Department, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.
- b. Investigation and Response to Grievance:
 - i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
 - ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.
 - iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

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e. Appeal of Initial Response/Decision:

- i.** The grievant may initiate a request for subsequent review by the Department's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii.** The Department's Director shall request copies of the initial file on the complaint in question. The Department's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Department's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
- iii.** If the policies and procedures have been adhered to, the Department's Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, the Department reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

4. Record Keeping

The Department shall keep the records of the grievance and its handling for six (6) years following the conclusion of the calendar year of the occurrence. The file shall contain, at a minimum, but not limited to the initial grievance, any investigative reports; any written response submitted by the Department or the service provider; any documents or other records submitted by any party; the written Initial Response of the agency, and, if applicable, the notice to the grievant of the right to an appeal.

5. Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

End of Text for Article I

Line Item/-Nutrition Program for the Elderly

Article II
Definitions

I. 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

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.

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 the license holder 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.

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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 27 of this Article III.

d. Duties upon Termination

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

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

iii.) The County 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 paragraphs 1(c) (iii) and 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. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

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 non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property

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damage per occurrence. The County shall be named an additional insured.

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.

e. In the case of commercial general liability insurance and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

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

g. In the event the Contractor shall fail to provide

evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

h. 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

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- 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 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/Non Partisan Declaration

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

n. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the moneys that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other

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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

n. 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 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 27 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

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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. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

20. Publications

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

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

21. Copyrights and Patents

a. Copyrights

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute "work made for hire" under the U.S. copyright laws. To the extent that any Work Product

does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this Contract.

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 Article II of Chapter 353, 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.

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24. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

27. 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.

25. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

End of Text for Article III

26. Contract Agency Performance Measures and Reporting Requirements – Local Law No. 41-2013

a. If payment under this Contract may exceed \$50,000, it is subject to the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code) as set forth in Article IV entitled "Suffolk County Legislative Requirements."

b. The Contractor shall cooperate with the Department in all aspects necessary to help carry out the requirements of the Law. Based on criteria established by the Contractor in conjunction with the Department, the Contractor shall submit monthly reports regarding the Contractor's performance relative to the established criteria, on dates and times as specified by the Department.

c. The Contractor shall submit an annual report to the Department regarding the Contractor's performance no later than July 31 of each year of the Term. All performance data and reports will be subject to audit by the Comptroller.

Article IV

Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

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 A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 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 A5-8 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 SCHX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

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

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

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

4. Lawful Hiring of Employees Law

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

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

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

5. Gratuities

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

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the 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.

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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. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

14. Suffolk County Local Laws Website Address

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

End of Text for Article IV

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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. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 25 of Article III, and paragraph 4(b) of Article V.

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. If the Contractor is seeking such a modification, the Contractor shall contact the Department to receive the form and enter the required information. When the County and the Contractor agree as to such revisions, the Contractor shall sign the Budget Modification form and return it to the County for execution along with any other documentation the Department may require.
ii.) Such request must be made in advance of incurring any expenditure for which the revision is needed.
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

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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 Department will enter the information into the Budget/Services Revisions form and send it to the Contractor for signature. The Contractor shall return it to the County for execution along with any other documentation the Department may require.

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 through the date of the Voucher.

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

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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 for a period of seven (7) years, and access to records shall be as set forth in paragraph 25 of Article III, and paragraph 4(b) of Article V.

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 moneys, whether as a recipient expending awards received directly from Federal awarding agencies, or as a

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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, 11 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 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

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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. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall submit 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

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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

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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, Conference, and Meeting Attendance; SOP A-07 Amendment 1

Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees. 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 which may be viewed online at the County's website, SuffolkCounty.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

l. 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.

m. 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.

n. 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.

o. 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.

p. Comptroller's Rules and Regulations

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" and "SOP A-07 Amendment 1" may be viewed online at the County's website, SuffolkCounty.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

End of Text for Article V

Article VI

Budget

Meals in excess of the number stated on the cover page will be used as local match for the Title IIC program