

**Request for Qualifications (RFQ)
to provide Vocational Training for the
Suffolk County Department of Labor, Licensing and Consumer Affairs**

Technical Questions Due: 01/17/20

Responses must be submitted or postmarked no later than 3:00 p.m. on 02/14/20 to be considered for full funding in the first round of awards. However, responses will be accepted after 02/14/20 provided that funding is available.

Number of copies of Responses to be submitted: One (1) original plus two (2) copies

**RFQ issued by the County of Suffolk
Suffolk County Department of Labor, Licensing and Consumer Affairs
P.O. Box 6100
Hauppauge, NY 11788-0099**

**For additional information, contact:
Marc Bossert, Assistant Administrative Director**

**Direct Tel. (631) 853-6582
Main Tel. (631) 853-6600
Fax: (631) 853-6772
Email Address: marc.bossert@suffolkcountyny.gov
Accessing Website: www.suffolkcountyny.gov/labor**

All packages containing Responses must clearly state “RFQ: Vocational Training” on each outer mailing envelope or packing box.

The Original Response and also each required copy must be clearly marked with the RFQ No. on the outer binder or cover page. The Original Response must be labeled “Original” and must contain the original, ink-signed, County required Compliance Forms and transmittal letter, in addition to your Response.

All extra sets must be photocopies of the ENTIRE original Response submitted, including the transmittal letter and all required County Compliance forms.

Do NOT return this RFQ document or the sample “Model Agreement.” Keep them for your reference.

REQUEST FOR QUALIFICATIONS (RFQ)
TO PROVIDE
CLASSROOM TRAINING SERVICES
FOR THE SUFFOLK COUNTY WORKFORCE DEVELOPMENT BOARD

AUTHORIZED SIGNATURE PAGE

Mail to:

*SUFFOLK COUNTY DEPT. OF LABOR,
LICENSING AND CONSUMER AFFAIRS
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099*

Attention: Mr. Marc Bossert

Hand deliver to:

*SUFFOLK COUNTY DEPT. OF LABOR,
LICENSING AND CONSUMER AFFAIRS
725 VETERANS MEMORIAL HWY.
HAUPPAUGE, NY 11788-0099*

Attention: Mr. Marc Bossert

(Print firm name)

By _____
(Authorized Signature)

(Print authorized name and title)

(Date) (Telephone Number)

For additional information call:
Mr. Marc Bossert
Assistant Administrative Director
(631) 853-6582
Email: marc.bossert@suffolkcountyny.gov

**ALL RESPONSES MUST BE SIGNED IN INK AND ACCOMPANIED
BY A SIGNED TRANSMITTAL LETTER**

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Section I
Administrative Information

1. Purpose of RFQ

The County of Suffolk ("County"), acting through its duly constituted Suffolk County Department of Labor, Licensing and Consumer Affairs ("Department") invites responses ("Responses") from qualified responders ("Responders") to provide Vocational Training ("Services").

2. Coordination

The Department is responsible for coordinating the issuance of this RFQ. The name of the Department's primary contact for this RFQ is set forth on page one of this RFQ.

The Department will be responsible for coordinating with the Suffolk County Attorney's office and the Responder regarding the negotiation and execution of the contract. The Department will be responsible for administration of the Responder's contract.

3. Background Information

- a. Suffolk County, with a population of 1.5 million, is Long Island's eastern-most County. The County 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.

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 contact person 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 acceptable) on or before the date set forth on page one of this RFQ, to the attention of the contact person listed on page one of this RFQ. Responses to such technical questions will be developed by the Department and issued in the form of an Addendum to this RFQ.

- c. No questions or comments should be directed to any County employee or any consultant to the County regarding this RFQ during the RFQ process, except as set forth in sub-paragraphs 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

Responses must be submitted to the attention of the contact person listed on page one of this RFQ by the time and date set forth on page one of this RFQ. Responses will be accepted after the initial due date provided that funding is available. The Department may thereafter solicit and accept responses from additional vendors as needed.

7. Number of Copies of Response

One (1) original and two (2) copies are required for each of the following:

- a. Responder Profile Requirement (Section II of RFQ); and
- b. Technical Response Requirements (Section III of the RFQ).

Do not submit Responses that are permanently bound.

8. RFQ Policies and Procedures

- a. It is the County's intent to select the Responder(s) that provides the best solution for the County's needs.
- b. The contract will be in the general format set forth in the Section entitled "Model Agreement," but will be subject to final contract negotiations.
- c. The County reserves the right to amend this RFQ. The County reserves the right to reject any or all of the Responses, or any part thereof, submitted in response to this RFQ, and reserves the right to waive formalities if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Responder. The County reserves the right to award negotiated contracts to one or more Responders.
- d. 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.
- e. The decision to award a contract shall be based on the ability of the Responder to provide quality and needed services and to comply with all applicable laws, rules, and regulations.
- f. The award of any contract will be made in the best interest of the County.
- g. Each Response will be examined to determine whether it is responsive to the requirements of this RFQ. All responsive proposals will be evaluated in accordance with the required criteria outlined in Sections II and III.

- h. 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 Evaluation Committee, may elect to interview all or some of the Responders during the selection process and to request presentations.

9. RFQ Posted On Department Website

Copies available on-line at the Department's website: www.suffolkcountyny.gov/labor

10. Response Format

Responses must include the following:

a. Transmittal Letter (one original plus number of copies listed on page one)

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 name of the contact person who will be responsible for answering all questions of the RFQ Evaluation Committee. Include the telephone number, fax number, and email address for such contact person.

b. Responder Profile/Response to Questions set forth in the RFQ Section II, entitled "Responder Profile"

This section will be used in the department's evaluation of the Responder's general qualifications.

c. Responder's Proposed Technical Services/Response to items set forth in the RFQ Section III, entitled "Technical Response Requirements"

This section will be used in the Department's evaluation of the Responder's proposed technical services.

d. List (if applicable) of Subcontractors

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

e. Conflict of Interest

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 Contractor 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 Contractor 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 Contractor for Suffolk County.

11. Contract Terms and Conditions

- a. Reference is made to the Model Agreement set forth in Section VI. The Model Agreement 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 as regards any of the terms and conditions included in the Model Agreement, the Responder should note such concerns or questions in their Response. The Response must identify any items relating to the Model Agreement that the Responder requests be negotiated.
- c. The Model Agreement 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 contractor and subcontractors that provide services as part of the Response, must be fully disclosed in the Proposal.
- f. The Responder should not return the Model Agreement with the Response.

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

Responders are advised that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County and, as such, the County requires the potential Contractor 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, nonintimidation agreements, and reasonable access agreements.

**13. Non-Responsible Bidder Certification
Local Law 25-90**

The Responder, upon submission of his/her or their Response, understands that he/she or they will be required to set forth whether or not he/she or they have been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under “Nonresponsible Bidder.” The Responder must read and be familiar with the provisions of Suffolk County Code Sections 143-4 through 143-9.

14. Effective Period of Responses

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

15. NYS Freedom of Information Law (FOIL)

All submissions for the Counties’ consideration will be held in confidence pending final execution of the contract(s). 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 RFP, 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 Respondent 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.

15. Nondiscrimination & Equal Opportunity Assurance

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

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

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

- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

End of Text for Section I

Section II Responder Profile

NOTE: You must follow these instructions in formulating an acceptable response. Please formulate and organize your response in the exact same order as below, using the same headings, sections and sub-sections.

1. General Information

- a. Full name and address.
- b. Year founded and history.
- c. Total number of employees.
- d. Location(s) from which all services will be performed.
- e. Describe the nature of your organization (e.g. municipal corporation, business corporation, not-for-profit corporation, proprietorship, etc.).

2. Responder's History

- a. Describe other projects involving similar services. Outline your experience and duration in the provision of such similar services, including the client population served and the length of time of providing such services.
- b. Responders must demonstrate that they have the necessary expertise to provide the required services. Each Responder should describe in detail the relevant expertise it has in providing the services required. The description should include but need not be limited to:
 - a brief description of the program or programs it provides;
 - the number of years it has provided the service;

3. Qualifications and Experience of Personnel

- a. Provide resumes of the project director and other key staff who will be assigned to this project. Describe the qualifications and background of your staff, insofar as they relate to this project (e.g., education, experience, certifications).
- b. Will temporary staff also be involved? If so, include details of their supervision and training.

4. Indebtedness to County, Liens and Litigation

Submit the following:

- a. a statement as to indebtedness, if any, to the County; and
- b. a listing of all outstanding liens, if any, against the Responder; and
- c. a summary of litigation, if any, against the Responder and outcome or its disposition of such litigation.

5. 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 Technical Response Requirements

1. Background Information and Overview

Programs are funded primarily with Federal and State grants and through other funding sources administered by the Department and are administered in conjunction with guidance provided by the Suffolk County Workforce Development Board (SCWDB). The SCWDB is comprised of individuals from the public and private sector and individuals representing labor, education, and community based organizations.

- a. Responders may be governmental units, public or private not-for-profit corporations, local educational agencies, private for profit corporations, schools, or other entities determined to be eligible by the Suffolk County Department of Labor, Licensing and Consumer Affairs (SCDOLLCA). Responders must be certified by the New York State Department of Education, New York State Department of Labor or other State-certifying agency.
- b. Responders must be able to demonstrate the necessary administrative and operational capabilities needed to conduct the program proposed.
- c. Responders must provide SCDOLLCA with evidence of financial viability according to Suffolk County standards. If provider is a non-governmental agency, it must submit a copy of its most recent financial/audit statement.
- d. Responders must provide assurances and/or documentation that they:
 - have a valid certificate of occupancy *
 - are in compliance with state and county fire regulations *
 - are accessible to individuals with disabilities (when applicable)
 - have Workers' Compensation and Disability Insurance
 - have proof of adequate liability insurance (\$2,000,000)

*** THIS INFORMATION IS NOT REQUIRED FOR SCHOOLS CURRENTLY LICENSED BY THE NEW YORK STATE DEPARTMENT OF EDUCATION.**

- e. The training provider must be located in the Nassau-Suffolk labor market area, unless the training provider offers a unique program for a demand labor market occupation.
- f. Responders must assure compliance with applicable requirements of the Workforce Innovation and Opportunity Act (WIOA) and the regulations and policies promulgated therein, or other funding source regulations. These regulations are available for your review at the Suffolk County Department of Labor, Licensing and Consumer Affairs. The responders will be bound by the terms of the contract as negotiated and executed.

2. Services Covered by this RFQ

The Department invites responses from qualified Responders interested in providing vocational training services ("Services"). Services shall include, at a minimum, but are not limited to, the following:

- a. Commercially available or off-the-shelf training packages, including advanced learning technology, available to the general public at prices based on and less than or equal to established catalog or market prices. The package must be regularly sold in sufficient quantities to constitute a real commercial market to buyers other than state/federally funded enrollees. The package must contain performance criteria pertaining to the delivery of the package, which must include participant attainment of knowledge, skills, attainment of recognized credentials, and job placement information. The customer must be able to complete the training program in twenty-four (24) months or less.
- b. Training or education available to the general public provided by an educational institution, or labor organization authorized to operate apprenticeship programs under the National Apprenticeship Act. Tuition charges and other course related fees may be less than, but cannot be more than, the institution's catalog price charged to the general public to receive the same training. The customer must be able to complete the training program in twenty-four (24) months or less.
- c. Training or education available under recognized apprenticeship training program or specialized targeted training in demand occupation and growth industry clusters, as targeted by the Long Island Regional Economic Council (LIREDC) and New York State Department of Labor (NYSDOL). These include but are not limited to: healthcare, biotechnology, manufacturing, green industries, tourism and construction.
- d. Completion Reports – a report no more than 30 days after class completion reflecting the graduation information on each participant.

Placement Reports – a report on each participant within seventy-five (75) days of class graduation, including placement information (name and address of employer, start date, hourly wage and job title).

Follow-Up Report – a report on each participant (including non-graduates and terminees) as to their employment status to be submitted 90 days after they have completed or dropped out of the program.

-OR-

- e. Training services designed to upgrade or enhance existing job skills to meet current workplace requirements. These newly acquired skills must be transferable within the local workforce area (for example, targeted or demand occupations in industry clusters such as: Manufacturing, Healthcare, Computer Information Systems, Networking and Wireless Communications and Information Technology. They may include, but are not limited to current and employer-demanded software programs in word processing, spreadsheets, financial management, graphics, and computer programming languages. The proposed course that is completed by our students must lead to a nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, post-secondary degrees/certificates, recognized skills standards, and licensure or industry-recognized certificates. The proposed training may be offered to accommodate varying levels of

proficiency (beginning, intermediate, advanced) where appropriate. Ideally, training should not exceed 60 hours and flexibility of scheduling is desirable. However, longer courses, if appropriate, will receive consideration. This training must be conducted in the traditional, instructor-led format.

(The Department reserves the right to utilize services resulting from this RFQ at any time. It is anticipated that initial contracts will have a start date of on or about July 1, 2020 and shall continue through June 30, 2024. The contract will be subject to funding availability and contractual performance as prescribed by the SCWDB. Refer to the Model Agreement in Section VI of this RFQ for the responsibilities of the contractor and for the detailed terms and provisions of the contract to be entered into.)

NOTE: You must follow these instructions in formulating an acceptable response. Please formulate and organize your response in the exact same order as below, using the same headings, sections and sub-sections.

3. Qualifications

Qualifications shall include, at a minimum, but are not limited to, the following:

a. Experience and Expertise of Responder

i. Nature of Organization, Licenses, Accreditation, and Affiliations

Describe the nature of your organization (e.g., an educational institution providing educational or vocational training or a private for profit or non-profit organization with a primary goal of...), provide copies of any licenses, certifications, accreditation by or memberships in state or national organizations; list special awards or acknowledgements it has received.

ii. Organizational Structure – Please provide an organizational chart of your firm or organization.

iii. Qualifications of Personnel – Please provide a roster of the management personnel who will supervise the provision of services and their qualifications, licenses or certifications. Please attach copies to your response.

iv. Facilities – Describe the responder's training site facilities from which the services will be performed, assurances of meeting all applicable federal, state, and local fire safety regulations, accessibility of facilities to individuals with disabilities. Include documentation as applicable. (Note: If organization is licensed by New York State Department of Education, please see exclusions in RFQ checklists on page 15.)

v. Experience in Providing Same or Similar Services – Outline your former experience and duration of same as a Suffolk County Department of Labor training and employment contractor, other current experience in the provision of services similar to those described in the RFQ, client population served and the duration of service.

b. Reliability

i. Operational Systems – Describe how the responder will ensure performance through adequate management, supervision, and control.

- ii. Record and Reporting Systems – Describe the responder's system for self-monitoring and ensuring maintenance of complete and accurate records.
 - iii. Operating Problems – Discuss any operating problems, including litigation which you have experienced within the past five years, and their resolution.
- c. Financial Viability
- i. Financial Statements – For nongovernmental agencies, submit:
 - (a) Current financial statements prepared and certified by an independent CPA; or, if not available, submit
 - (b) An internal statement prepared within the last twelve months and the most recent certified financial statement.

Proposals submitted by nongovernmental agencies, which do not include the required financial statement(s), will not be considered.

- ii. Accounting Systems – For all responders, describe your financial/accounting management systems.
- iii. NYS Employer Registration (ER) Number – Responder must be in compliance with NYS Unemployment Insurance requirements. Please provide seven-digit ER Number.

4. Proposed Training Program (submit an entire section #4 for each training program)

- a. Name of training program
- b. Length of training
 - 1) Hours per day
 - 2) Days per week
 - 3) Total weeks of training
 - 4) Total hours of training
 - 5) Cost per student
 - 6) Items included in cost (such as books, supplies, fees, tools, tests, licenses, uniforms, etc.)
 - 7) Items not included in the cost and anticipated costs.

NOTE: Approved courses exceeding \$6,000 will be available to customers who are able to secure the necessary funds (e.g. PELL, TAP, TAA, Scholarships, etc.) to cover the amount over \$6,000.

- c. List the book titles (including edition), equipment, supplies, etc. that will be used in this course.
- d. Skills
 - i. List of skills to be obtained from training program

- ii. Occupation(s) for which the program is training
- iii. License(s) or certification(s) required for employment in above field
- iv. Provide a list of State or nationally recognized credentials that a student may receive
- v. School's experience in providing this training
- e. Licenses and Certifications
 - i. Provide copies of the licenses for the instructors of this course
 - ii. Provide any certifications or approval from the overseeing agency for this course
- f. List prerequisites required for enrollment in this course
- g. Provide a course curriculum
- h. Statistics for past 2 years*
 - i. Percentage of completions
 - ii. Percentage of training related placements
 - iii. Average starting salary of above placements

NOTE: For skill upgrades/enhancements, enrollment and completion statistics accompanied by supportive documentation from employers contracting for these services may be submitted in lieu of training related placement data.

5. RFQ CHECKLISTS & FORMS

SCHOOL DOCUMENTATION CHECKLIST

- 1. _____ Cover Letter (Listing proposed courses)
- 2. _____ Authorized Signature Page (One signed ORIGINAL)
- 3. _____ Current Financial Statement (Non-governmental Agencies only)
- 4. _____ Proof of Adequate Liability Insurance (\$2,000,000)
- 5. _____ Proof of Workers' Compensation Coverage
- 6. _____ Proof of Disability Insurance
- 7. _____ Certificate of Occupancy *
- 8. _____ Fire Inspection Report *

9. _____License for School *
10. _____License for Director *

*** THIS INFORMATION IS NOT REQUIRED FOR SCHOOLS CURRENTLY LICENSED
BY THE NEW YORK STATE DEPARTMENT OF EDUCATION.**

6. COURSE DOCUMENTATION CHECKLIST

1. _____Course Curriculum
2. _____School Catalog
3. _____Performance Statistics (Completions, Placements and Salary Information)
4. _____Licenses for Instructors *
5. _____Certification/Approval from Authorized Agency *

*** NOT NECESSARY FOR COURSES CURRENTLY APPROVED BY NEW YORK
STATE DEPARTMENT OF EDUCATION.**

End of Text for Section III

Section IV
SCDOLLCA Evaluation

The review process is comprised of Responder Eligibility Requirements and Qualifications. The categories will be reviewed in sequential order.

The Responder eligibility requirement, found in Section 1 below, are derived from a combination of federal, state and county laws, regulations, and rules, as well as SCDOLLCA policies. A Responder must obtain a positive response to each question within this section to proceed to the vendor qualification category of the evaluation process.

1. Responder Eligibility Requirements:

- a. Is the responder certified by the New York State Department of Education or other state certifying agency?
- b. Are the training facilities located within Nassau or Suffolk Counties?
- c. If the responder is a non-governmental agency, was the financial statement as specified in the Request for Qualification (RFQ) provided?
- d. Does the responder's financial statement demonstrate an acceptable financial viability?
- e. Has the responder provided assurances and/or documentation that their facilities have a valid certificate of occupancy, are in compliance with the State and County fire regulations, are accessible to individuals with disabilities (when applicable), are covered by Workers' Compensation and Disability Insurance, and have adequate liability insurance coverage (\$2,000,000)?
- f. Has the responder complied with all requirements regarding disclosures, criminal convictions, litigation and indebtedness statements?

If all six questions receive a "Yes" response, the provider will be further evaluated based on the weighted criteria listed below.

2. Responder Qualifications – An evaluation rating of seventy points or higher is required to be considered "qualified".

- a. Does the responder have the experience, organizational structure and personnel qualified to provide the services being procured. Were all applicable licenses and certifications submitted with the proposal?
(20 points maximum)
- b. Is the responder's administrative organization, including staffing and self-monitoring and reporting systems, sufficient to operate the program proposed?
(20 points maximum)

- c. Does the responder have a record of successful program outcomes with participants in terms of practicality and the effectiveness of the programs proposed?
(30 points maximum)

- d. Do the responder's accounting and reporting systems meet acceptable accounting standards in order to comply with program management and performance requirements under federal regulations and state/local guidelines?
(20 points maximum)

- e. Are the responder's facilities accessible to individuals with disabilities where applicable?
(10 points maximum)

End of Text for Section IV

**Section V
Fee Schedule**

1. The County's intent is to pay the Contractor as follows:

Fee schedules will be negotiated prior to contract execution and will be on a per unit of service basis. However, SCDOLLCA reserves the right to renegotiate fee schedules in the event that unanticipated changes in funding should occur.

2. The County reserves the right to change these payment structures, as may be appropriate. Prior to award of a contract, contractors will be notified of any changes. After contract execution, Contractors will have the option of terminating their contract if they choose to not accept proposed changes to payment terms.

End of Text for Section V

Section VI
Model Agreement

Education and Training Contract

This Contract (“Contract”) is between the **County of Suffolk (“County”)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Labor, Licensing & Consumer Affairs (“Department”)**, located at Building 17, North County Complex, 725 Veterans Memorial Highway, Hauppauge, New York 11788; and

(Insert Name) (“Contractor”), having its principal place of business at (Insert address).

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

Term of Contract: July 1, 2020 through June 30, 2024, unless sooner terminated as provided for herein.

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

Terms and Conditions: Shall be set forth in Articles I through V and Exhibits 1 through 7 attached hereto and made a part hereof.

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

Insert Name of Contractor

County of Suffolk

By: _____
Name:
Title:
Fed. Tax ID #

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Date: _____

Date: _____

Approved as to Form:
Dennis M. Brown
County Attorney

Approved: Department of Labor, Licensing & Consumer Affairs

By: _____
Vanessa Pugh
Chief Deputy Commissioner

By: _____
Niranjan Sagapuram
Assistant County Attorney

Date: _____

Date: _____

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Article I

Description of Services

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

Whereas, the federal Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973; and

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

Whereas, in furtherance of these goals, on December 19, 2019, the Department issued a Request for Qualifications (“RFQ”) seeking qualified responders to provide vocational training through certificate, degree, credit or noncredit programs, classes, workshops, courses, or other forms of training, with or without supportive services and/or employment related services, including, but not limited to, the provision of workshops and testing services (collectively, the “Programs”); and

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

Whereas, funds have been identified in the 2020 Suffolk County Adopted Budget for the Department to carry out the Programs; and

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

1. Services

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

- b. The Contractor shall be responsible for providing the Programs as well as, among other things, staff, faculty, instruction, books, materials, equipment, supplies, laboratories, and testing fees in furtherance of the Programs, as shall be set forth in the individual Program’s Course Description and Specific Payment Terms Addendum.
- c. The Contractor shall assess each Participant referred to it by the Department for the purpose of placing such Participant in a suitable Program or Programs. Upon request of the Department, the Contractor shall provide the Department with documentation of the assessment process utilized to determine a Participant’s placement into a Program or Programs. The Contractor shall assess a Participant in the same manner and to the same extent as it evaluates non-Participant candidates for placement.
- d. The Contractor shall monitor the progress of each Participant in the Program or Programs and advise the Department of the Participant’s progress or lack thereof.
- e. **Additional Services**

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

2. Reports/ Progress Meetings

- a. The Contractor shall provide both written and oral reports, as requested by the Department, regarding the performance of Programs, including, but not limited to, Completion Reports, due no more than 30 days after class completion, Job Placement Reports, within 75 days of class graduation, Follow-Up Reports, submitted 90 days after participant has completed or dropped out of program, the status of pending and proposed Programs and reports concerning Participant attendance at the Programs.
- b. The Contractor shall prepare reports in such form(s) and deliver them at such time(s) as directed by the Department. All reports shall be made available to the Department in electronic format. The Department may, at its sole discretion, require the Contractor to make itself available for progress meetings to discuss the provision of the Programs.
- c. The Department may, at its sole discretion, require the Contractor to submit documentation, in such form and type as the Department directs, relating to the Services, including, but not limited to, documents related to Participant attendance at Programs (e.g., attendance sheets).
- d. The Contractor, as an eligible provider of training services, as requested by New York State, shall submit appropriate, timely and accurate performance and cost information.

3. Audit, Inspections and Records

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

4. Procedures Required

- a. The Contractor shall establish procedures to ensure compliance with WIOA, and all other applicable laws, regulations, and with the provisions of this Contract. Such procedures shall be subject to the review and approval of the Department.
- b. Contractor shall provide the Department with the criteria it utilizes to select individuals, including but not limited to teachers and presenters, who are responsible for conducting Programs subject to this Contract (hereinafter “Faculty”). Such criteria shall include the requirement that each Faculty member possesses those credentials and certifications as may be required by law and/or the Department.
- c. Contractor shall maintain an ongoing quality assurance/assessment program which shall include, but not be limited to, retention of documentation with respect to Faculty, including, but not limited to, state licenses and certifications, and federal agency certifications and/or registrations.

5. Certifications

- a. As a condition precedent to the execution of this Contract, the Contractor must execute and deliver to the Department the “Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters, and the Drug-Free Workplace Requirements,” attached to this Contract as Exhibit 2. The Contractor shall notify the Department within one (1) business days of any material change in any of the information regarding the certifications contained in the “Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and the Drug-Free Workplace Requirements,” including, but not limited, to any material change in the “Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction” information contained therein.
- b. Contractor shall notify the Department within five (5) business days of the occurrence of any of the following:
 - i. any action taken to restrict, suspend or revoke any license or certification of the Contractor or of any Contractor employee or agent, including, but not limited to, Workshop Faculty, providing Services hereunder, or any disciplinary or corrective action initiated or taken against the Contractor or Contractor employee or agent, including, but not limited to, Workshop Faculty, providing Services hereunder, by a governmental agency; and
 - ii. the institution of any suit or other legal or governmental proceeding (whether civil or criminal, and including arbitration or administrative action) brought against Contractor or any Contractor employee or agent, including, but not limited to, Workshop Faculty, providing Services hereunder, that bears any material relation to the performance of Contractor hereunder.

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

6. Payment Formula

- a. The Department agrees to pay the Contractor on a fee-per-service basis as provided in a “Course Description and Specific Payment Terms Addendum,” the form of which is attached as Exhibit 1, which shall be executed for each Program. However, in no event, shall the Contractor charge or shall the County pay an amount in excess of the Contractor's standard costs, tuition and fee amounts charged to individuals not covered under this Contract for the same program, course or service (i.e., non-Participants). Moreover, in no case shall payments and/or schedule of payments be in excess of, nor shall refunds be less than, Contractor's normal, publicly available schedule of payments or refunds.
- b. The Contractor's right to such payment is contingent upon satisfactorily meeting all the terms and conditions of this Contract.
- c. Continuation of this Contract is contingent upon Contractor achieving and maintaining performance standards established by the local Workforce Development Board.

7. Other Reimbursement

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

8. Revenues in Excess of Costs

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

9. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the “Auditor”) to audit its financial statements for each Contractor fiscal

year in which the Contractor has received, or will receive, \$300,000 or more from the County, whether under this Contract or otherwise, and shall submit a report on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor is encouraged to solicit requests for proposals (“RFPs”) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

- b.** The Auditor should be required to meet the following minimum requirements:
 - i.** a current license issued by the New York State Education Department;
 - ii.** sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
 - iii.** a satisfactory peer review issued within not more than three years prior to the date when the Auditor was selected to conduct the audit.
- c.** The audit must be conducted in accordance with generally accepted governmental auditing standards (“GAGAS”). Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a management letter based on the audit.
- d.** Furthermore, if the Contractor is a non-profit organization or unit of local government and expends \$500,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal period within which it receives funding under this Contract (“fiscal year”), the audit must be conducted, and the audit report (“Single Audit Report”) must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular just referred to.
- e.** The Contractor must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor’s fiscal year. The statement should include ALL Federal funding received directly from the Federal government and ALL Federal funds passed through from the County and other pass-through entities.
- f.** Copies of all financial statements, management letters, Single Audit Reports (if applicable) and other audit reports, if required, must be transmitted to the Department and to the Executive Director of Auditing Services at the address just set forth. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor’s fiscal period to which the audit relates.
- g.** These requirements do not preclude the Department or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the Contractor.

Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State or County government for that purpose.

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

10. Laws, Rules, and Regulations

The Contractor shall comply with all applicable federal, state and local laws, rules, and regulations which deal with or relate to the employment of Participants including, but not limited to, the WIOA, subsequent amendments, and the regulations and policies thereunder; the provisions of the various public assistance employment programs; the provisions of the Fair Labor Standards Act; the Equal Opportunity Clauses of the Civil Rights Act of 1964 and any subsequent amendments; and the health and safety standards established under New York State and Federal law applicable to the working conditions of the Participants.

11. Fraud, Abuse, and Other Criminal Activity

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

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

12. Screening of Personnel

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

13. Political Activities

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

14. Sectarian Activities

The Contractor agrees that Participants shall not be utilized on the construction, operation or maintenance of any portion of any facility as is used or to be used for sectarian instruction or as a place of religious worship.

Additionally, no Participants shall be placed in any capacity to free any other person for the performance of such duties or activities.

15. Nepotism

To avoid conflict of interest, the Contractor agrees that no individual may be placed in a WIOA, SWEP or other employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. Immediate family shall include wife, husband, daughter, son, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

16. Nondiscrimination & Equal Opportunity Assurance

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

- (1) Section 188 of the Workforce Innovation & Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

17. Priority of Service for Veterans

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC

4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program’s eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the Contractor agrees to comply with the Veteran’s Priority Provisions.

18. Breach of Contract

If Contractor is found to be in default under any provision of this contract, the grantee may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to the grantee including, but not limited to, reprourement costs, and any consequential damages to the grantee resulting from the Contractor’s non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of service unless the specification or scope of services is significantly changed.

19. Change in Applicable Law or Regulations

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

End of Text for Article I

Article II
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

“**Contractor**” means the signatory corporation, its officers, officials, employees, agents, servants, sub-contractors, volunteers, 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.
- k. the failure to comply with Local Law 41-2013 and related contractual requirements.

“**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

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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

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 him, her, or the Contractor to perform the Services.

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

iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the

Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

d. Documentation of Professional Standards

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

e. Credentialing

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

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

f. Engineering Certificate

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

2. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms

and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

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

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

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 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 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

- 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 Declaration

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

11. Governing Law

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

12. No Waiver

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

13. Conflicts of Interest

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

disclosure is obtained.

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, 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 person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

17. Changes to Contractor

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

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

- ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):
 - 1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
 - 2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

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

- c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:
 - i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
 - ii.) a summary of the material terms of the proposed Permitted Transfer;
 - iii.) the name and address of the proposed transferee;
 - iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed 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 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.

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.

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.

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, as more fully set forth in Article I and Article IV of this Contract.

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.

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.

End of Text for Article III

Article IV
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIREMENTS FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT 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 SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

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

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

Required Forms:

Suffolk County Living Wage Form DOL-LW1/38 (Revised 8/2017) entitled "SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS-NOTICE OF APPLICATION FOR COUNTY COMPENSATION-

LIVING WAGE CERTIFICATION/DECLARATION-SUBJECT TO AUDIT."

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the

County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (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 DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS – NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)” DOL-LHE 1 / 2 (REVISED 8/2017).

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

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

8. Non Responsible Bidder

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

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

“Nonresponsible Bidder.”

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Youth Sports

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

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

11. Work Experience Participation

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

12. Safeguarding Personal Information of Minors

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

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third

party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. 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 Charter 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 more fully set forth in Article I and Article III of this Contract.

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 services that 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 appropriate performance indicators and targets for monthly evaluation of the contract agency's performance.

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.

15. Suffolk County Code of Ethics

As required by Suffolk County Standard Operating Procedure A-06, the following is a link to the Suffolk County Ethics Booklet, which contains the provisions of the Suffolk County Code of Ethics:

<http://www.suffolkcountyny.gov/Portals/0/Boardofethics/Cod%20of%20Ethics%20Booklet%20-%20New%20Revised%20May%202017.pdf>

End of Text for Article IV

**Article V
General Fiscal Terms and Conditions**

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter. 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 Contractor's Director/Executive Director shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor and shall be maintained by the Contractor for audit. 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 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.

Contractor and the terms and conditions under which such reimbursement shall be paid.

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.

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.

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.

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

f. Taxes

a. Upon request, the Contractor shall submit to the County a current copy, certified by the Contractor as true and accurate, of its

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.

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.

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.

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.

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.

4. Accounting Procedures

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

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

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

5. Audit of Financial Statements

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Comptroller 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 audited financial statements including respective Management Letters must be emailed to the Executive Director of Auditing Services at Audits@suffolkcountyny.gov 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. 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. "Subrecipients" – Federally Funded Programs and Grants
 - i.) In the event the Contractor is a "Subrecipient" as that term is defined in 2 CFR § 200.93 and the Contractor expends seven hundred fifty thousand (\$750,000.00) dollars or more of Federal moneys, whether as a recipient expending awards received directly from Federal awarding agencies or as a Contractor expending Federal awards received from a pass-through entity such as New York State and/or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit referred to under this paragraph 6 must be conducted and any the audit report must be in accordance with OMB Uniform Grant Guidance – 2 CFR Part 200 ("Single Audit Report"). Single Audit Reports must also be uploaded to the Federal Audit Clearinghouse, to the extent required by the OMB Uniform Grant

Guidance referred to above. In addition, the Single Audit Report, respective financial statements and any Management Letters must be submitted to the Department set forth on page one of this Contract and emailed to the Executive Director of Auditing Services at subrecipientmonitoring@suffolkcountyny.gov 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.

- ii.) In the event the Contractor is a "Subrecipient" as that term is defined in 2 CFR § 200.93 and the Contractor expends less than seven hundred fifty thousand (\$750,000.00) dollars of Federal moneys, whether as a recipient expending awards received directly from Federal awarding agencies or as a Contractor expending Federal awards received from a pass-through entity such as New York State and/or Suffolk County, during any fiscal year the Contractor must email a certified Exemption Letter, the form of which shall be provided by the Department, on the Contractor's Letterhead and a Schedule of Federal Funds Expended to the respective County Department and the Executive Director of Auditing Services at subrecipientmonitoring@suffolkcountyny.gov within thirty (30) days of the end of the Contractor's fiscal year. The Schedule of Federal Funds Expended 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.
- iii.) Subrecipients may include, but not necessarily be limited to, not-for-profit organizations; units of state government or a unit of local governments.
- e. Copies of any other audit reports including oversight agency audits must be submitted to the Department set forth on page one of this Contract and emailed to the Executive Director of Auditing Services at Audits@suffolkcountyny.gov within thirty (30) days after completion of the audit(s).

- f. The requirements set forth in this paragraph 6 shall not preclude the authorized representatives of the County, the Comptroller, or Federal or State entities from conducting any other duly authorized audit(s) of records and financial statements of the Contractor. The Contractor shall make such records and financial statements available to authorized representatives of Federal, State and County government for that purpose.
- g. The provisions of this paragraph 6 shall survive the expiration or termination of the Contract.

7. Furniture, Fixtures, Equipment, Materials, Supplies

a. Purchases, Rentals or Leases Requiring Prior Approval

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

b. Purchase Practices/Proprietary Interest of County

- i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
- ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.

- iii.) The County shall retain a proprietary

interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.

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

c. County's Right to Take Title and Possession

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

d. Inventory Records, Controls and Reports

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

e. Protection of Property in Contractor's Custody

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

f. Disposition of Property in Contractor's Custody

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

8. Lease or Rental Agreements

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

9. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County. 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 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 Comptroller. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

h. Budget

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

i. Payment of Claims

Upon receipt of a Suffolk County Payment Voucher, the County, at its discretion, may pay the Contractor during the Term, in advance, an amount

not to exceed one sixth (1/6) of the maximum amount to be paid by the County set forth on the first page of the Contract.

j. Payments Limited to Actual Net Expenditures

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the Term for the purposes set forth in the Contract an amount less than, or receive amounts more than, provided in the Budget, the total cost of the Contract shall be reduced to the net amount of actual Contractor expenditures made for such purposes. The total amount to be paid by the County shall not exceed the lesser of (i) actual net expenditures or (ii) the total cost of the Contract on the cover page and in the Budget. Upon termination or expiration of the Contract, if the Contractor's total amount of allowable expenses is less than the total amount of the payments made during the Term, the Contractor shall prepare a check payable to the Suffolk County Comptroller 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, SuffolkCountyny.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, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

End of Text for Article V

EXHIBIT 1
Course Description and Specific Payment Terms Addendum

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

Course Title

Cost of Course

Contractor

Suffolk County Department of Labor,
Licensing & Consumer Affairs

By: _____
Name
Title

By: _____
Vanessa Pugh
Chief Deputy Commissioner

Date _____

Date _____