

**Memorandum of Agreement  
Between  
Suffolk County Department of Social Services  
and  
Suffolk County Community College**

This Memorandum of Agreement (“MOA”) is between the County of Suffolk (“County”) through its duly established Department of Social Services (the “Department”), having its principal office at 3085 Veterans Memorial Highway, Ronkonkoma, New York 11779, and

Suffolk County Community College (“SCCC”), having its principal office at 533 College Road, Selden, New York, 11784.

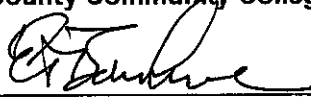
**Term of Agreement:** Shall be from September 1, 2021 through August 31, 2031 during the Fall and Spring semesters, as established by SCCC, unless sooner terminated as set forth herein. Said term may be renewed for additional one-year periods upon the parties’ mutual written consent.

**Total Cost of Agreement:** No cost to the County, the Department or SCCC.

**Terms and Conditions:** Shall be as set forth in Article I, attached hereto and made part hereof.

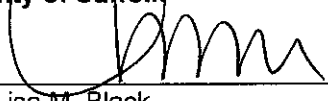
In Witness Whereof, the parties hereto have executed this MOA as of the latest date written below.

**Suffolk County Community College**

By:   
Edward T. Bonahue, Ph.D.  
President

Date: 10/11/21

**County of Suffolk**

By:   
Lisa M. Black  
Chief Deputy County Executive

Date: 11/5/21

**Reviewed and Approved for  
Suffolk County Community College:**

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

Date: 10/11/2021

**Department of Social Services  
Approved:**

By:   
Frances Pierre, Commissioner

Date: 10-20-21


**Approved As To Form:**

Dennis M. Cohen  
County Attorney

By:   
Brittany L. Toledano  
Assistant County Attorney

Date: 11/1/21

**Recommended:**

By:   
Marie N. Buday  
Assistant to the Commissioner

Date: 10/20/21



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**Article I**  
**Description of Services**

**Whereas**, the Department wishes to better serve its residents and facilitate greater access to County services and information through the placement of County services and resources in communities and venues that demonstrate a need for enhanced access to such services; and

**Whereas**, SCCC has demonstrated such need, and transportation to existing Department service sites is not readily available for many SCCC students; and

**Whereas**, the Department desires to deliver Department resources at SCCC's three campuses, located in Brentwood, Selden and Riverhead, to better serve this special population's needs; and

**Whereas**, the Department desires to offer services, information and assistance with public benefits, housing and other Department services within appropriate buildings, to be determined by SCCC, located on each campus; and

**Whereas**, the parties desire to enter into an Agreement to make available to the students of SCCC the services of the Department as described herein.

**Now, therefore**, it is mutually agreed between and among the parties as follows:

**1. Conflicting Provisions**

In the event of any conflict between this **Article I** and any other provision to this MOA, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

**2. Acknowledgment**

SCCC acknowledges that Department services delivered pursuant to this MOA shall be provided to enrolled students of SCCC only.

**3. SCCC Responsibilities**

SCCC shall provide the use of certain SCCC facilities ("the Licensed Space") to the Department, as follows:

- a. Office space on its three (3) campuses, specified as follows, which will be suitable for a minimum of one Department employee to provide one-on-one consultation and services to SCCC students:

Michael J. Grant Campus  
1001 Crooked Hill Road  
Brentwood, NY 11717

Ammerman Campus  
533 College Road  
Selden, NY 11784

Eastern Campus  
121 Speonk-Riverhead Road  
Riverhead, NY 11901

Such office space shall include a minimum of one desk or comparable cubicle, one desk chair and one additional side chair per desk suitable for student consultation.

- b. Use of one conference room, office or other space with a door suitable for private interviews and the discussion of confidential information with SCCC students on an as-needed basis.
- c. Wireless internet access and phone access for a minimum of one laptop computer, to be

- provided by DSS, and one telephone line for the Department employee delivering services or information.
- d. Space for the display of posters, pamphlets, brochures, applications or other documents deemed appropriate upon consultation between SCCC and the Department.
  - e. Minimal support resources including, but not limited to, facsimile machine, printer, copier, paper and minimal office supplies.
  - f. Use of any and all waiting areas and other common areas.
  - g. Display of the Department's regular hours and services posted at an appropriate location.
  - h. Use of one room suitable for group training sessions as needed by the Department upon consultation and coordination with SCCC.
  - i. Office space provided under this Agreement shall be cleaned and maintained by SCCC in the manner consistent with its current maintenance and cleaning operations.
  - j. Space for additional Department employees, if needed, upon consultation with SCCC.
    - i. If, upon consultation with SCCC, the Department shall require suitable space for additional Department employees or services, SCCC shall provide additional office space and one additional desk, office chair and consultation chair for each additional Department employee.
    - ii. Each additional Department employee shall be permitted to use the accommodations and services specified in paragraphs 3.c. through 3.j., above.
  - k. SCCC staff person(s) available to assist in the coordination and publication of Department services offered at SCCC.
  - l. SCCC shall furnish all utilities to the Licensed Space. SCCC shall have no liability to the Department for any loss, damage or expense sustained or incurred by reason of any change, failure, inadequacy, unsuitability or defect in the supply or character of the utilities furnished to the Licensed Space or if the quantity or character of the utilities are no longer available or suitable for the Department's requirements. The provisions of this Section shall survive the expiration of this MOA.

#### **4. Department Responsibilities**

The Department shall coordinate Department resources to provide a minimum of one Department employee to staff Department Services at SCCC for a minimum of four hours per week. The schedule of hours and Department employees represented at SCCC may be increased or decreased, as needed, upon mutual written agreement of the Department and SCCC.

- a. At any time during the term of this MOA, and upon consultation with SCCC, the Department may alter the number and composition of Suffolk County Departments and employees represented at SCCC.
- b. One laptop computer for each employee capable of wireless internet connectivity and access to the appropriate programs and databases.
- c. All brochures, posters, pamphlets and other written materials to deliver the required services and information to SCCC students.

#### **5. Mutual Responsibilities**

Each party shall designate one main contact person who will be responsible for communicating and addressing issues related to the services described herein, including, but not limited to:

- a. Addressing issues or conflicts that arise under this MOA.
- b. Communication with each party's staff and their supervisors, in order to maintain open and regular lines of communication with key Department and SCCC staff.

**6. Term**

The Term of this MOA shall be as indicated on page one hereof.

**7. Termination**

- a. Either party may terminate this MOA with or without cause at any time prior to the expiration of the Term (including any extensions thereof) (i) by giving thirty (30) days' written, advance notice sent by certified mail to the other party, or (ii) upon the mutual written consent of the parties.

- b. **Termination by County in the Public Interest**

Notwithstanding anything herein to the contrary, in the event that the Commissioner of the Department determines in his/her sole discretion, that termination is in the best interest of the County, the County may terminate this MOA. Such termination shall occur upon fifteen (15) days written notice to terminate the MOA. Upon such termination, the Department shall vacate and surrender Licensed Space to SCCC immediately.

- c. **Termination Upon Mutual Consent**

This MOA may be terminated at any time upon mutual written consent of the County and SCCC.

- d. As of the termination date, the Department shall quit and surrender its use of the Licensed Space to SCCC. It is further agreed that upon termination, the Department shall remove all of its equipment and any other County property.
- e. Upon the termination or expiration of this MOA, the Department shall surrender the Licensed Space in the physical condition in which the Department received it, ordinary wear and tear expected, in accordance with paragraph 11.

**8. No Warranties by SCCC**

- a. Except as otherwise set forth in this MOA, (i) SCCC makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the conditions of the Licensed Space or any part thereof, and (ii) SCCC shall not be liable for any latent or patent defects therein or be obliged in any way whatsoever to correct or repair any such latent or patent defects.
- b. Except as may be otherwise expressly provided in the MOA, SCCC shall not be obligated to provide any services to the Department.

**9. Alterations**

The Department shall not make any "Alterations," meaning any alterations, installations, improvements, additions, renovations or physical changes to the Licensed Space or any part or portion thereof, without the prior written consent of SCCC.

**10. Surrender**

Upon the expiration of the MOA, or upon the sooner termination of this MOA, the Department shall at its sole expense, quit, surrender, vacate, and deliver the Licensed Space to SCCC in good order, condition and repair, ordinary wear and tear excepted, together with all improvements and fixtures therein.

**11. Status of Employees**

Neither the Department nor any person hired by the Department shall be considered employees of SCCC for any purpose whatsoever. SCCC is not, and shall never be, considered an employee of the Department for any purpose. Notwithstanding anything herein, this MOA shall not be construed as creating a principal-agent relationship between SCCC and the Department or the Department and **SCCC**, as the case may be.

**12. Reports and Record Keeping**

- a. SCCC and the Department will cooperate to provide and/or update reports, and to record Program statistical data, to be used in determining the efficacy of the Program.
- b. The Department agrees to maintain these reports and to produce these reports at intervals as determined by the Department, or as needed.

**13. HIPAA and FERPA**

The Department and SCCC shall make good faith efforts to safeguard information and comply with all federal, state, and local laws, regulations and policies, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA").

**14. Indemnification and Defense**

- a. Each party hereby agrees to protect, indemnify, and hold harmless the other party, 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 other party, including reimbursement of the cost of reasonable attorneys' fees incurred by the party, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the MOA.
- b. Each party hereby represents and warrants that it will not infringe upon any copyright in performing the Services. Each party agrees that it shall protect, indemnify, and hold harmless the other party, 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 party, 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. Each party shall defend the other party, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the MOA, and any copyright infringement proceeding or action.

**15. Confidentiality (Applicable to Service contracts)**

**a. Confidentiality of Records**

- i. All parties hereto expressly agree to preserve the confidentiality of all data and information shared, received, collected, or obtained as a result of this MOA. No disclosure, re-disclosure or release of such data or information is to be made, permitted, or encouraged, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The parties' employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.
- ii. All parties agree to implement such procedures for safeguarding information, as required. The parties hereto agree to indemnify and hold one another harmless against any loss, damage, cost or expense arising out of any suit, claim or demand which may be brought or

made against the other by reason of a breach of these provisions.

- iii. Any document of the County, or any document created by SCCC used in the Department's rendering of the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.
- iv. SCCC confirms that it has developed and implemented policies and practices, in accordance with the Family Educational Rights and Privacy Act ("FERPA"), to ensure its maintenance of confidential student information.

**b. Contractor Responsibilities Regarding AIDS and HIV-Related Information (if applicable)**

- i. The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or an HIV-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness.
- ii. The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing Services and in accordance with 18 NYCRR 403 and Section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of State law and regulation.
- iii. The Contractor further agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

**This information has been disclosed to you from confidential records that are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.**

**16. COVID-19 Safety Protocols**

All parties shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).

**End of Text of Article I**