

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Karas Enterprises, Inc. d/b/a Karasch & Associates ("Contractor") entered into an Agreement on August 24, 2021 wherein Contractor agreed to provide Communication Access Real-Time Translation (CART) Services for students throughout the College with hearing loss conditions to allow for reasonable accommodations ("Services"); and

WHEREAS, the College desires to amend the Agreement to revise the scope of Services to be provided.

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

- 1) For the period **September 17, 2021 through August 31, 2022**, the Agreement at Exhibit D (Description of Services) shall be amended to reflect that Contractor shall not be required to provide on-site CART Services for students with hearing loss conditions, but shall continue to provide such Services for students enrolled in online / remote classes during the Term of the Agreement.
- 2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

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

Karas Enterprises, Inc.
d/b/a Karasch & Associates
FID #: 23-2720174
Tel.: (800) 621-5689

Suffolk County Community College

By: 
Joseph Lyons
Financial Controller

By: 
Dr. Edward T. Bonahue
President

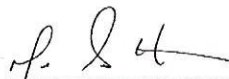
Date: 10/18/21

Date: 10/20/21

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

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

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

Date: 10.20.2021

Date: 10.20.2021

AGREEMENT

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

Karas Enterprises, Inc. d/b/a Karasch & Associates ("Contractor"), a Pennsylvania corporation having its principal place of business at 1646 West Chester Pike, Suite 4, West Chester, Pennsylvania 19382.

The parties hereto desire for Contractor to provide the College with Communication Access Real-Time Translation (CART) Services for students throughout the College with hearing loss conditions to allow for reasonable accommodations ("**Services**").

Term of Agreement: September 1, 2021 through August 31, 2022, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

Total Cost of Agreement: Shall be as set forth in **Exhibit E**, attached hereto.

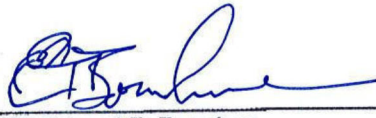
Terms and Conditions: Shall be as set forth in **Exhibits A through G**, attached hereto and made a part of this Agreement.

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

Karas Enterprises, Inc.
d/b/a **Karasch & Associates**
FID: 23-2720174
Tel.: (800) 621-5689

Suffolk County Community College

By: 
Joseph Lyons
Financial Controller

By: 
Dr. Edward T. Bonahue
President

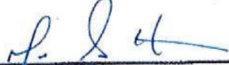
Date: 8/23/21

Date: 8/24/21

Approved as to Legality:
Suffolk County Community College

Approved:

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

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

Date: 8/23/2021

Date: 8.23.2021

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EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on July 1, 2021; and

Whereas, the Contractor submitted a proposal in response to such RFP on July 22, 2021; and

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

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

1. Contractor Responsibilities

a. Services

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

b. Qualifications and Licenses

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

2. Term and Termination

a. Term

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

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in

whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.

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

c. Termination for Emergencies

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

d. Termination for Convenience

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

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, the Contractor agrees to promptly reimburse to the College the balance of any funds advanced to the Contractor by the College. Upon termination, any funds paid to the Contractor by the College which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to the Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

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

b. Federal Copyright Act

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

4. Insurance

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

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
- ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
 - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.
 - e. In the event the Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

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

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

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

8. Set-Off Rights

The College and/or 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 College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

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

or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

10. College's Non-Discrimination Notice

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

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

Civil Rights Compliance Officers

Christina Vargas

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

or

Dionne Walker-Belgrave

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

11. Nonsectarian Declaration

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

12. Governing Law

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

13. No Implied Waiver

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

14. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. The Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

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

17. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental

to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third-Party Beneficiaries

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

19. Certification as to Relationships

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

20. Publications and Publicity

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

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

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

21. Copyrights and Patents

a. Copyrights

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

b. Patents

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

End of Text for Exhibit A

EXHIBIT B

Suffolk County Legislative Requirements

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

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement'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 this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

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

2. Living Wage Law

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

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

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

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

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

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

- a. 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. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

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

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

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

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 this agreement.

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in Exhibit B collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

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

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

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

5. **Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non-Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

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

End of Text for Exhibit B

EXHIBIT C

Notices and Contact Persons

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

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

For the College:

Mark D. Harris, DBA
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL-232
Selden, NY 11784-2899

and

For Contractor:

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

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

2. Notices Relating to Insurance

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

For the College:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

For Contractor:

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

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

3. Notices Relating to Termination and/or Litigation

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

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

For the College and County:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

and

For Contractor:

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

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

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

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

End of Text for Exhibit C

EXHIBIT D

Description of Services

Contractor shall provide Communication Access Real-Time Translation (CART) Services for students throughout the College with hearing loss conditions to allow for reasonable accommodations, in accordance with the Scope of Work contained in the College's RFP and the Proposed Services / Products contained in Contractor's proposal, both of which are attached hereto as Exhibit D.

Additionally, Contractor shall email notes to students in an accessible format so long as the College requires such service.

Utilization of Contractor's web portal for student access to notes shall require the submission to and approval by the College of a VPAT and HECVAT, in accordance with the College's [Website Accessibility Policy](#).

EXHIBIT D
Description of Services

Scope of Work

The Consultant shall provide on-site Communication Access Real-Time Translation (CART) services for students with hearing loss conditions to allow for reasonable accommodations.

In order to enable equal access to the classroom and meet their communication needs, students with hearing loss may be approved to receive CART services as a reasonable accommodation.

CART services may be required at any of the College’s campuses and satellite building locations, and shall be coordinated with the Office of Disability Services at the time services are requested.

These services will be requested on an as-needed basis and will depend on the number of students enrolled each semester who require this reasonable accommodation in connection with hearing loss. As a reference, please note that in prior Fall and Spring semesters, these services have been utilized as indicated in the table below. During the Summer and Winter sessions between 2016 and 2019, the College has utilized CART services for five courses.

<u>Hours of Use</u>	<u>Days</u>	<u># of Students</u>	<u># of Classes in which Services were Utilized</u>	<u>Approximate # of Hours per Week that Services were Utilized</u>
8:00 AM – 8:00 PM	Monday – Friday	4	16	60

Should services be cancelled due to student absence or class cancellation, the College shall provide advance notice to the Consultant, as appropriate.

The College will notify Consultant of class schedules prior to the start of the semester. The College will notify the Consultant of any updates as changes are made to the students’ schedules, specifically during the add/drop period each semester, but also if a student withdraws from a class later in the semester.

Payment for services shall be in accordance with Section IV – Cost Proposal. Consultant shall provide appropriate supporting documentation when submitting invoices for payment. Such documentation would include the written request for services which reflect the schedule of class(es) and number of students for which services are being requested. Should any changes to class schedule(s) be made, such changes shall also be submitted as documentation as appropriate.

Proposed Services/Products

Proposed Services/Products:

- a. **Understanding of Service Requirements, Management Techniques and Approaches** – Convey your understanding of the service requirements and demonstrate a thorough recognition of the services, system, and potential problems to be addressed. This includes, but is not limited to, the following:
- i. Summarize the Proposers management and approach, including:
 - 1) How you will respond to the specific scope of work, identifying the various considerations, approaches and strategies that will be utilized to perform the services under this Agreement.

See below description

- 2) Proposers shall detail the conditions under which one or more interpreter(s) will be assigned to a service.

This bid is for CART captioners, captioners do not generally require more than one to be assigned at a time. During longer sessions there may be a need to split the time between two captioners. For example, if an event is scheduled for 8 hours, 1 captioner will work the first 4 hours and another will work the last 4 hours.

- 3) Please identify any options for services related to remote/online classes that would be made available to the College as or if needed, as well as the requirements for requesting and implementing said services, as needed.

Remote CART captioning

Remote Meaning for Meaning captioning (Typewell/C-Print)

Remote ASL Interpreting

Notetaking Services (done from recordings only)

Remote services can be preformed in any platform (Webex, Zoom, Adobe Connect, Blackboard Collaborate, etc)

For Suffolk County Community College, the following structure will be utilized:

- Client Manager: One client manager will be assigned to you. Their role will be your main point of contact for all scheduling needs, requests, issues, and meetings. They will be available for any questions you have, trainings you want to schedule, or any general communication needed. They review your requests and pass them to our scheduling team.
- Scheduling Team: Our scheduling team reviews the requests they receive from the clientmanagers. They ensure that all information required is

gathered and entered into our scheduling system. They ensure proper captioners are assigned to each class or event, considering the topic of each so that the captioner's skill set matches each class or event. If they deem technical support is needed, they inform our technical team.

- Technical Team: Our technical team handles all trainings, walkthroughs, and any technical issues. This includes issues with our delivery systems and student and provider technical issues. They work with our client managers to schedule these trainings and walkthroughs. Each of your students will be able to text our team anytime there is an issue with a live class or event. This text line is available and monitored 24/7.
- Captioners: Our captioners are responsible for captioning audio that they hear during events/classes. They create specific dictionary entries for each class using prep material, they listen to the live class/event and generate the captioning, they clean up the final captioning notes if any names or terms were misspelled and upload the final captioning notes document to our web portal so that students can download and review the files.
- Financial Team: Our financial team invoices weekly for all classes and events that occurred during the previous week. Each invoice is specific for each student. This will make it easier to track and verify what services were provided.

We recommend the following workflow:

1. You identify a student or event that requires captioning.
2. You gather all relevant information:
 - a. class name/topic
 - b. starting and end dates
 - c. reoccurring days for each week if applicable (i.e. MWF, TTh)
 - d. class starting and end times
 - e. days the university is closed, and captioning is not needed
 - f. prep material (including text books, outlines, syllabus, etc.)
 - g. student name
 - h. service type required any other information relevant
3. You send information to your Karasch Client Manager
 - a. Sent within 24 hours of the scheduled start time of first class
 - b. NOTE – to ensure enough time for walkthroughs and trainings of students taking classes we recommend sending this information at least one week prior to the start of classes.
4. Karasch Client Manager reviews the request.
5. Karasch Client Manager sends request to Scheduling Team.

6. Karasch Client Manager works with Technical Team to scheduling walkthroughs and trainings.
7. Scheduling Team assigns appropriate captioner to the request.
8. Technical Team conducts trainings and walkthroughs with students and your staff – prior to first class taking place.
9. Captioner and Student meet on ground or remotely for classes/events
10. Captioner provides live captioning services.
11. Captioner uploads final captioning note file to Karasch's Online Portal – within 24 hours of class or event concluding.
12. Student logs into Karasch's Online Portal and downloads notes as needed.
13. Invoice for services is sent – weekly.

The above outline are the steps that we take with each of our clients. Karasch has provided thousands of hours of services each year to our clients and in doing so has learned through our experience that these steps are the most efficient to ensure successful captioning sessions. The most important being the student walkthroughs. These must be scheduled and held prior to the students first class occurring.

Our CART captioning and meaning for meaning services are performed by trained and certified captioners. These are live human beings that do not use any AI or automatic transcription or captioning technologies. These captioners use specific software to assist them with their work and in keeping a high level of accuracy and quality. From that software, the captioned text can be delivered into various other systems and platforms.

For our remote services, we have chosen a web delivery platform that not only allows for the delivery of captioning to the students but also delivery of the audio in the class to the captioner. Both are handled in the same platform, Webex.

Using our Online Portal, students will be able to join the scheduled Webex session by clicking a "Join Session" button, connect their microphone to their laptop and receive captioning. The Portal also holds captioning notes from each session or class for the entire semester. Students can log in and download them at any time. Each individual that uses our services gets a full walkthrough of how to access and use the Portal. This walkthrough, and the use of the Portal, is also available to university staff so that they too can join a captioning session in progress and/or download the notes from each class to check for quality.

Even though our remote system is built around Webex, we are able to provide captioning in many others. Below is a list of some of the most popular systems.

Our service and our captioners are completely flexible to meet the needs of your university and your students and can be used in most systems.

- Zoom
- Adobe Connect
- Blackboard Collaborate
- Streamtext
- YouTube
- Facebook Live
- Vimeo

4) Discuss any specific or special qualifications.

None, other than what is discussed above

5) Articulate the staffing and time resources required on the College's side.

The College will need one resource for our team to contact for scheduling and clarifications. For remote services this resource will need to assist with all student walkthroughs.

6) Describe the level of continual two-way communication you will maintain with College administrators.

Our team is available between 9am and 4 pm EST for any call or email communication. We also have a 24/7 staffed cell number that can be used for last minute emergencies or technical assistance.

7) Discuss any specific or special qualifications.

Same as number 4 above

b. **Anticipated Issues and Resolutions** – Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.

Having remote services as backup will assist with anytime an onsite captioner cancels at the last minute due to health, or other emergencies.

The student walkthroughs are vitally important to maintaining successful captioning. Whenever a walkthrough is not conducted, students have difficulty with the service. Any student using our services must attend a walkthrough prior to any class starting.

End of Text for Exhibit D

EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

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

3. Limit of College's Obligations

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

4. Specific Payment Terms and Conditions

See, ATTACHMENT 1, Contractor's Cost Proposal, annexed hereto.

ATTACHMENT 1
Cost Proposal

Cost Proposal:

Respondent shall provide all information it deems necessary to explain or clarify its Cost Proposal. This includes but shall not be limited to:

- a. All fees associated with providing services identified under Section III – Scope of Services in the RFP documents, and submit the information under Exhibit 1 – Form of Cost Proposal.

Exhibit 1 – Form of Cost Proposal – review on following page

- b. Description of payment schedule/structure/due dates

Karasch invoices weekly for all sessions scheduled the prior week. 1% - 10 days. Net 20 days for all Credit Card payments, net 30 days if paid by ACH or Check. Past due invoices will incur a 1.5% finance charge.

- c. Proposers shall clearly detail any minimum billing requirements, as well as any other billing requirements when providing services.

For on-site services there is a two (2) hour minimum and a 48-hour cancellation policy. If a session is cancelled within 48 hours from the start time of the session, the entire scheduled time is billed and due.

For remote services there is a one (1) hour minimum and a 24-hour cancellation policy. If a session is cancelled within 24 hours from the start time of the session, the entire scheduled time is billed and due.

- d. Any supplementary services beyond the scope of the RFP Services defined in this document that may available to the College on an elective basis

On-site/Remote ASL interpreting services, Remote Meaning for Meaning services (C-Print/Typewell), Transcription services, Closed/Open captioning services, Note Taking Services, Audio Description services.

EXHIBIT 1
FORM OF COST PROPOSAL

- a. Billable Hourly Rate for on-site CART Services: \$ 119.00
- b. Billable Hourly Rate for CART Services pertaining to remote/online courses:
\$ 93.00
- c. Minimum time allotment per class: 2 for on-site, 1 for remote hours
- d. Cancellation Notice Requirement (in hours): 48 for on-site, 24 for remote
- e. Cancellation Fee if Notice is Less than Time Above \$ billed at rates above for time scheduled

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for Communication Access Real-Time Translation (CART) Services, issued July 1, 2021, together with any Addenda thereto, is incorporated herein by reference as Exhibit F.

End of Text for Exhibit F

EXHIBIT G

Contractor's Proposal

Contractor's Proposal, submitted July 22, 2021 in response to the College's RFP is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G