

AMENDMENT NO. 1

WHEREAS, Suffolk Community College Association, Inc. ("Association") and St. Charles Hospital and Rehabilitation Center ("Contractor") entered into an Agreement on December 15, 2021 wherein Contractor agreed to provide qualified Trainers to train the student-athletes of Suffolk County Community College ("College") for College athletic events and practices ("**Services**"); and

WHEREAS, the Association desires to extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.

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

- 1) The term of the Agreement shall be extended for one (1) year for the period beginning **December 1, 2022 through November 30, 2023**; and
- 2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

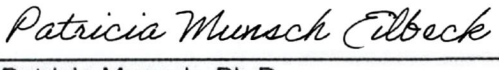
IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

St. Charles Hospital and Rehabilitation Center

FID: 111871039
Tel.: (631) 476- 5606

Suffolk Community College Association, Inc.

By: 
James O'Connor
Chief Executive Officer

By: 
Patricia Munsch, Ph.D.
Vice President for Student Affairs

Date: 11/17/2022

Date: 11/18/2022

**Approved as to Legality:
Suffolk County Community College**

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

Date: 11/17/2022

AGREEMENT

This Agreement ("Agreement") is between **Suffolk Community College Association, Inc.** ("Association"), having its principal office at 533 College Road, Selden, New York 11784-2899; and

St. Charles Hospital and Rehabilitation Center ("Consultant"), a New York not-for-profit corporation having its principal place of business at 200 Belle Terre Road, Port Jefferson, New York 11777.

The parties hereto desire for Consultant to provide qualified Trainers to train the student-athletes of Suffolk County Community College ("College") for College athletic events and practices ("**Services**").

Term of Agreement: December 1, 2021 through November 30, 2022, with four (4) additional one-year options to renew upon the mutual written consent of the parties hereto.

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

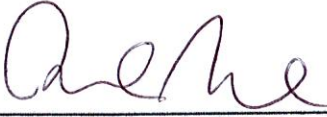
Terms and Conditions: Shall be as set forth in **Exhibits A through G**, attached hereto and made a part of this Agreement.

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

St. Charles Hospital and Rehabilitation Center
FID: 111871039
Tel.: (631) 476-5606

Suffolk Community College Association, Inc.

By: 
James O'Connor
Chief Executive Officer

By: 
Patricia Munsch, Ph.D.
Interim Assistant Vice President
for Student Affairs

Date: 12/13/2021

Date: 12/15/21

Approved as to Legality:
Suffolk County Community College

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

Date: 12/14/2021

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EXHIBIT A

General Terms and Conditions

Whereas, the Association issued a Request for Proposals (RFP) on October 14, 2021; and

Whereas, the Consultant submitted a proposal in response to such RFP on November 4, 2021; and

Whereas, the Association has selected the Consultant 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. Consultant Responsibilities

a. Services

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

b. Qualifications and Licenses

To the extent applicable, the Consultant 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 Consultant 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 Consultant 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 Association.
- ii.** Failure to comply with federal, state or local laws, rules, regulations, or Association or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the Association.
- iii.** If either party becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the other party 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 Consultant.

- iv. In the event of a failure on the part of either party 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 other party provided that no such termination shall be effective unless the non-terminating party is given five (5) calendar days' (or longer, at the terminating party'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 terminating party's option) the non-terminating party will be given an opportunity for consultation with the terminating party and an opportunity to cure all failures of its obligations prior to termination by the terminating party. In the event that the non-terminating party has not cured all its failures to fulfill its obligations to the satisfaction of the terminating party by the end of the (5) day period (or longer, at the non-terminating party's option), the terminating party 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 Association, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

Both parties 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 other party is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the Association shall pay the Consultant for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The Association 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 Association shall be responsible for payment of all claims for services provided and costs incurred by the Consultant prior to termination of this Agreement, that are pursuant to, and after the Consultant's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, the Consultant agrees to promptly reimburse to the Association the balance of any funds advanced to the Consultant by the Association. Upon termination, any funds paid to the Consultant by the Association which were used by the Consultant 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 Association may recoup such payments from any amounts due or becoming due to the Consultant from the Association under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

i. The Consultant agrees that it shall protect, indemnify and hold harmless the Association 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 Consultant in connection with the services described or referred to in this Agreement. The Consultant shall defend the Association and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the Association 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 Consultant, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

ii. Association agrees that it shall protect, indemnify and hold harmless the Consultant and its affiliates, 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 Association in connection with the services described or referred to in this Agreement. Association shall defend the Consultant and its affiliates, officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the Consultant's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Association, 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 Consultant 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 Consultant agrees that it shall protect, indemnify and hold harmless the Association 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 Consultant in connection with the services described or referred to in this Agreement. The Consultant shall defend the Association and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the Association 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 Consultant, 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 Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the Association and/or the County and as may be mandated and increased from time to time. The Consultant agrees to require that all of its subcontractors, in connection with work performed for the Consultant 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 Association

and/or the County for the Consultant. Unless otherwise specified by the Association and/or the County and agreed to by the Consultant, 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 Consultant 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. Consultant shall furnish to the Association, 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 Consultant 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 Consultant shall furnish to the Association 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 Association and the County of Suffolk shall be named as additional insureds and the Consultant shall furnish a Declaration Page and endorsement page evidencing the Association and the County's status as additional insureds on the policy. The Consultant 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 Association shall provide for the Association 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 Association 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 Association and/or the County shall have given the Consultant notice in writing.
 - e. In the event the Consultant 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 Association and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Consultant under this Agreement or any other agreement between the Association and/or the County and Consultant.

5. Independent Contractor

It is expressly agreed that the Consultant's status hereunder is that of an independent contractor. Neither the Consultant, nor any person hired by the Consultant shall be considered employees of the Association 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 Association 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 Association and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Consultant under this contract up to any amounts due and owing to the Association and/or County with regard to this contract and/or any other contract with the Association 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 Association and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Association and/or the County shall exercise its set-off rights in accordance with normal Association and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Association and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the Association General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. Neither Consultant nor Association shall, 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. Neither Consultant nor Association shall 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

The 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 Association'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 Consultant 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 Association 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 Consultant 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 Association and/or the County.
- b. The Consultant is charged with the duty to disclose to the Association and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Consultant is retained on behalf of the Association. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the Association 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 Association and/or the County and /or Consultant used by a party pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the originating party and shall be kept confidential in accordance with applicable laws, rules and regulations.

17. Assignment and Subcontracting

- a. Neither party 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 other party, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Association. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the Association 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 Association of any subcontract shall provide for the incurrence of any obligation by the Association and/or the County in addition to the total agreed upon price. The Consultant 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 Association and Consultant. 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 Association 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. Neither party shall 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 other party. 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 Community College Association, Inc. and the County of Suffolk.”
- b. Both parties 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 Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Consultant may secure copyright protection. However, the Association and/or the County reserves, and the Consultant hereby gives to the Association and/or the County, and to any other municipality or government agency or body designated by the Association and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

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

22. COVID-19 Safety Protocols

Consultant 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 Community College Association, Inc. 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 for Exhibit A

EXHIBIT B

Suffolk County Legislative Requirements

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

The Consultant 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 Consultant 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 Association 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 "Consultant'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 Consultant 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 Consultant 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 Consultants (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Consultant shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Consultant 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 Consultant services are performed on County property the Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, the Consultant 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 Consultant 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, Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Association or Consultant 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 Association:

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 Consultant:

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 Association or Consultant 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 Association:

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

and

For Consultant:

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 Consultant 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 Consultant 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 Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the Association or the Consultant 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 Association 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 Consultant:

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

In addition to the requirements contained in the Scope of Work and Technical Proposal, attached hereto, Consultant shall ensure that there are three (3) trainers assigned to the Athletics Department to provide the required services on a regular basis, barring scheduled absences. Consultant shall ensure that there are replacement trainers scheduled to provide services when the regularly assigned trainers are away for scheduled absences. In the event of unplanned absences, Consultant shall, to the greatest extent possible, ensure that replacement trainer(s) is/are provided to the Athletics Department in a timely manner. Consultant shall ensure that there is timely communication regarding any absences and provide updates with regard to assigning replacement trainers.

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Scope of Work

1. General Guidelines

Suffolk Community College Association, Inc. (Association) requires the a Company to provide qualified Athletic Trainer services for the College's Athletics Department.

Trainers are required at a minimum, to be NATA certified Athletic Trainers.

Currently, the College's Athletics Department requires three (3) trainers who will be providing services at the Ammerman and Michael J. Grant Campuses. Additionally, the College's Athletics Department reserves the right to increase or decrease the required number of trainers on an as-needed basis. The College's Athletics Department will make every effort to provide sufficient notification to the Company.

Typically, the services will be required from August 1st and will end on or around the first week in June of each academic year.

Training services shall be provided according to a predetermined schedule. Trainers shall report directly to the College's Athletic Director. Each trainer's hours are up to an average of 30 hours per week. The trainers shall complete a timesheet on a weekly basis, which shall be reviewed and signed by the Athletics Director each week.

If there are any changes to scheduled events, the College's Athletics Department will provide notification to the trainers within 24 hours of said change(s).

2. Service Level Requirements:

The Company shall seek, maintain and provide the highest quality candidates to fill all training needs for the various events, practices, games, tournaments, etc. The Company shall respond to all such requests, inquiries and questions in a prompt, efficient, timely and professional manner. Resumes of appropriately screened and qualified trainers shall be provided to the Association within 48 hours of all service requests being submitted.

The Company shall provide the name of a representative who shall serve as liaison with the College's Athletics Department and shall be knowledgeable in all areas of service. The Company's representative shall be responsive to all inquiries or requests made by the College's Athletics Department and provide prompt guidance and response.

The Company shall provide its employees with any means of management support (i.e., training, counseling,) required to ensure that its employees consistently maintain the highest possible performance level.

3. Method of Selection of Qualified Trainer:

Requests to provide athletic trainers will be made in accordance with the general procedures reflected below.

Company shall be available to accept requests seven days a week from 8:00 am to 5:00 pm. The Company may provide this service through a dedicated telephone line, fax or email address.

All candidates shall be pre-interviewed by the Company, and only those candidates meeting the knowledge/skills/abilities (KSA) will be made available for the College's Athletic Department's consideration. The College's Athletics Department will have the right to interview candidates referred by the Company and may request as many candidate resumes as necessary to fill the position requested.

The College's Athletics Department will notify the Company of the selection. The Company shall confirm the acceptance in writing of any personnel selected.

The Company shall submit to the Association, background screening documentation for all athletic trainers identified to provide services to the College Athletics Department. Copies of the background checks shall be submitted to the Association's Director of Business Affairs. The background checks requested for all trainers assigned under this Agreement shall include the following:

1. Social Security Number
2. Criminal History Check (Federal, State and Local)
3. Drug Testing
4. Professional License based upon Position Requirements
5. Verification of Education
6. Sex Offender Database Search
7. Patriot Act Terrorism Search

4. Assignment of Personnel:

The length of assignment of the trainers will be identified by the College's Athletics Department at the time of request, but nothing may prevent the College's Athletics Department from reducing the length of the assignment at any time. In the event that the College's Athletics Department decides to reduce or terminate an assignment, the College's Athletics Department will provide as much notice as is reasonably possible.

Company shall be responsible for all terms and conditions of employment for all trainers, including, but not limited to, hiring, firing and discipline. The trainers are employees of the Company. Company shall be responsible for complying with all federal, state and local laws, including, but not limited to, tax laws and regulations, benefit laws and regulations, anti-discrimination laws and regulations, unemployment and worker's

compensation laws and regulations and authorization to work laws and regulations.
Company shall remain responsible for all compensation due to the trainers.

Consultant agrees that it shall abide with all applicable New York State, federal, and local laws, rules and regulations, as well as all applicable College policies.

5. Basic Services:

- a) The trainers shall provide the following services:
- i. Evaluate and treat injuries sustained by the College student-athletes during school athletic events and practices. Apply appropriate first aid measures, and recommend exercises or physical therapy for minor injuries.
 - ii. Provide onsite coverage for daily athletic practices officially sponsored by the Association. Schedules will be provided by the Athletics Department. Company shall ensure that all scheduled events, athletics practices and competitions have the necessary trainers assigned. In the event of any unforeseen or scheduled absences, Company shall notify the Athletics Department immediately upon discovery, and ensure that appropriate trainers are assigned without delay.
 - iii. Trainers shall provide coverage during any and all rescheduled makeup events, as needed. Trainers shall provide coverage for any weekend and holiday events, as needed.
 - iv. Athletic trainers may be required to travel with the teams to away competitions. The Association will cover expenses required for trainers during travel, such as hotels, food, etc. Trainer may be required to share a hotel room with another Athletic Department training staff, as appropriate.
 - v. If requested by the College's Athletics Department, trainers shall provide services for additional College athletic practices or sporting events if they are already physically onsite. Additional practices and sporting events may include tournaments that are hosted by the College, and the trainers' services may be required for participants of such events.
 - vi. While on site, trainers shall be responsible for ensuring that the facility where the services are being provided are maintained properly, including opening and closing of the office. Prior to the beginning of each sports season, trainers shall also inspect and take inventory of all team medical kits. Trainers shall, on a monthly basis, provide the College's Athletic Director with an outlined medical supply inventory and attach a list of items that need to be ordered. This list shall include any necessary supplies, (i.e. tape, pre-wrap, etc.). This list will be reviewed and approved by the Athletics Director prior to purchase.

- vii. Trainers shall be responsible for the accurate record keeping of all athletic injuries reported by student-athletes during school practices and events, as well as the rehabilitation procedures administered by the trainers.
 - viii. Trainers shall be responsible for the preparation and submission of reports to the College's nursing or Athletic Department offices, when requested, which details all athletic injuries sustained by students during school events.
 - ix. Trainers shall provide coordination as appropriate, between the injured athlete, coaching staff, and medical team or family physician.
 - x. Trainers shall be responsible for providing his/her cell phone contact information to all relevant Association administration, coaching, and support staff.
 - xi. Trainers may leave the College premises on practice days only upon completion of the day's planned schedule, or early completion of scheduled practices. Trainers shall, prior to departing the College for the day, communicate all relevant information to all practice coaches and Athletic Director and / or Associate Director of Athletics.
 - xii. In preparation of situations where injuries may occur and trainers are not physically present, trainers shall convey emergency information and provide training and first aid supply kits to all coaches to ensure that they can provide the necessary care to the injured athlete.
 - xiii. In the event a trainer requires unexpected time off, i.e. illness, bereavement, etc., the trainer shall communicate with the Athletic Director. The Company shall work with the Athletic Director to secure an adequate licensed replacement to provide the required services for any planned practice / event.
- b) The College will:
- i. Provide a training room to enable the trainers to provide athletic training services and a space to store supplies and equipment securely.
 - ii. The Athletic Department will review inventory requests submitted by the trainers and comply with the applicable procurement policy and procedures to order supplies accordingly.
 - iii. The College's Athletic Director or Athletic Department personnel will provide the trainer with a calendar of events, and will keep the trainer updated in a timely fashion regarding event schedule changes.

- xiv. The College's Athletic Director and / or Associate Director of Athletics will communicate with the trainer regarding the schedule for practice coverage during College breaks, holidays or school closings due to inclement weather.
- iv. The College's Athletics Department will provide the trainer with any and all physical statistics information and medical history of the athletes collected by the College, including, but not limited to, family contact information, which is necessary to enable the trainer to provide the proper care to the athletes, and to allow for adequate communications regarding the health of the athlete, especially in emergency situations.
- v. The College's Athletics Department will provide the trainer with access to any and all entrances for practices or events as deemed necessary by the Athletic Director and the trainer.

6. Payment and Rate Increases:

Typically, a trainer works approximately 35 hours per week. The Association will only pay for actual time spent performing the described services. No travel time to or from the campus will be compensated. Approved timesheets shall be submitted with payment requests. When trainers are required to travel in connection with athletic events, the trainers will be compensated for actual hours worked on the basis of the agreed upon billable hourly rate. When traveling, the Association will pay for hotel, transportation, and meals for the trainers.

The Billable Hourly Labor rates reflected in Cost Proposal submitted with the RFP shall remain firm for the first year of the contract. Thereafter, reasonable increases in labor rates may be considered. In the event the Company seeks such an increase, it will submit a formal, written request to the Athletics Director and the Association's Director of Business Affairs prior to the expiration of a contract term.

TECHNICAL PROPOSAL

a) Understanding of Project Requirements, Management Techniques and Approaches

St. Charles understands that athletic training services are an integral component of any athletic program, especially at the collegiate level. An athletic trainer provides valuable services to ensure the safety and ongoing wellbeing of student athletes. This role requires flexibility in schedule in order to be present and available for the student athlete's needs and those of the athletic departments.

Athletic Trainers need to stay current and aspire for ongoing professional development and continuing education. As such, St. Charles Hospital provides our staff athletic trainers with funds for continuing education and tuition reimbursement. In addition, we are an approved provider or CEU's through the BOC and provide free educational offerings for ATC's throughout the year.

Athletic Trainers who work in any school environment for St. Charles are supported by a comprehensive group (19) of orthopedic sub-specialists in all areas, including hand, wrist, elbow, shoulder, knee, ankle & foot, hip, spine and head (concussion). In addition to our team of expert orthopedic surgeons, four (4) of these sports medicine fellowship trained physicians specialize in non-operative care of sports injuries. Our physicians have experience with teams and players in the NFL, MLB, MLL, ATA, WNBA, NHL and Collegiate Division I.

These physicians are a resource for St. Charles athletic trainers 24/7 and provide appointments for injured athletes usually within 24 hours. In addition, they have the support of well-trained sports physical therapists to confer with. Our physical therapists provide ongoing communication to the athletic trainer and treating physician, so that everyone remains informed of the athletes status.

Should St. Charles be awarded this contract, it can immediately provide two (2) full time athletic trainers, one for each campus, to Suffolk Community College. With the approval of the Association we would continue to provide that service uninterrupted while recruiting for a 3rd full time athletic trainer to support the program. In addition, we will recruit an additional part time athletic trainer and a per diem athletic trainer to provide coverage for scheduled or unplanned absences.

As a fiscally responsible organization, it is our practice to only recruit and hire for positions that have been secured. As such, we could not begin this process until being notified as to the result of this RFP. Upon being notified of being awarded this contract, St. Charles Hospital will immediately begin aggressively recruiting candidates to fill these additional positions. We have very thorough human resources screening processes to ensure placement of a qualified, competent candidate. We would be able to immediately place two (2) full time athletic trainers effective December 1, 2021 and would target a start date of January 1, 2022 for a third athletic trainer. This timeline could be potentially modified depending on the timeline to be notified by the association regarding award of this contract.

Laura Beck
Vice President
Rehabilitation



St. Charles Hospital and Catholic Health has current contracts with Hofstra University and Stony Brook University and with approval of Suffolk Community College we would be able to accept athletic trainer students (trainees/interns) to work under the supervision of the athletic trainers assigned to the Association under the agreement. Students are able to assist with the daily management of athletes, screening events and also assist the athletic trainer with event coverage, all under the supervision and guidance of the athletic trainer.

Continual, two-way communication is our standard for all of our contracted services. Our primary contact for this contract will provide routine communication to the Association administrators and faculty throughout the course of this contract. St. Charles will ensure availability 24/7 with primary contact and other key members of the administrative team. Our team will place priority on addressing any customer service concerns with the primary contact being accessible to the Association. Primary contact information is as below:

Laura Beck
Cell Phone: (631)553-8175
Office Phone: (631)476-5606
Email: laura.beck@chsli.org

St. Charles currently holds the contracts for athletic training services in 4 Suffolk County High Schools as well as Suffolk Community College. Contractual relationship in all school districts has been very successful with athletes receiving skilled and compassionate services from an Athletic trainer that has the full support of a comprehensive healthcare team and primary focus on the safety and wellbeing of student athletes.

b) Anticipated Issues and Resolutions: None identified at this time

End of Text for Exhibit D

EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

- a. Consultant shall prepare and present an invoice to the Association for payment by the Association. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the Association will be made within thirty (30) days after approval by the Association.
- b. Consultant 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 Consultant under this Agreement are exclusive of federal, state and local taxes, the Association being exempt from payment of such taxes.
- d. The acceptance by Consultant of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the Association and/or County from all claims and liability to Consultant, 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 Association and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of Association's Obligations

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

4. Specific Payment Terms and Conditions

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

ATTACHMENT 1
Consultant's Cost Proposal

Cost Proposal

St. Charles Hospital will provide three (3) Athletic Trainers to Suffolk Community College to support the Ammerman Campus and the Grant Campus as assigned and directed by the Athletic Department. Services will be provided by a NATA certified Athletic Trainer.

Training services to be provided on average 30 hours / week for each athletic trainer assigned (total of up to 90 hours/week for both campuses) as per RFP. Hours per week can be increased if requested by Suffolk Community College Training services provided according to the scope of work described in the RFP and as directed by the Athletic Department of Suffolk Community College.

Hourly rate: \$25.00

The schedule for invoicing the Association for fees associated with this RFT, can be coordinated with the Association. Currently we invoice seasonally, as requested by Suffolk Community College based on the following 3 timeframes:

- January 1 – May 31
- August 1 – August 31
- September 1 – December 31

St. Charles Hospital is able to modify the schedule above based on feedback from and coordination with Suffolk Community College.

The following services and programs are available to the athletes of Suffolk Community College at no cost:

1. **ImPACT baseline testing:** baseline testing can be provided to the high risk athletes at Suffolk Community College through the St. Charles Hospital ThinkSmart! Concussion Management Program. Testing is now available in take-home version so would not require computer labs or proctored group testing.
2. **Recovery Clinic:** Walk-In Recovery clinic is offered on Sunday mornings throughout the school year from 10:00am to 1:00pm in our Commack and Centereach locations. These clinics offer a full array of recovery modalities including cold pools, marc pros, normatechs, therapeutic cupping, kinesiotaping, theraguns and more. In addition our specialty trained sports physical therapist are on hand to provide injury screens, direct active recovery and stretching programs and coordinate or facilitate and appointments or follow up required. In addition, individual recovery is available by appointment Monday – Friday during normal hours of operation.

- 3. Pre-season Screens and Injury Prevention Programs:** St. Charles Hospital is dedicated to injury prevention and has developed several evidence based programs aimed at injury prevention and education.
- ACL Risk Assessments and Education: Evidence based performance testing is provided to student athletes to identify those at higher risk of ACL injury. On the spot education is provided to teach student athletes, coaches and others how to correct for muscle imbalances and faulty movement patterns to reduce risk of injury.
 - ACL Injury Prevention Exercise Program: Simple evidence based exercise program that can easily be incorporated into warm ups for all sports teams designed to reduce the risk of ACL injury.
 - Baseball Pre-season Functional Movement Screen: Our team of specialty trained, sports physical therapists can perform this comprehensive screen for your team on your campus or in one of our conveniently located outpatient locations. Our team will collect and compute the data on the spot so that we can provide each athlete with education and information on appropriate activities and exercises they should incorporate into their training programs to assist in correcting muscle imbalances, weaknesses, and other deficits thereby reducing risk of injury during the season.

*other injury prevention education and screening programs can be developed and implemented as requested by the College and as new needs arise.

End of Text for Exhibit E

EXHIBIT F

Association's Request for Proposals

The Association's Request for Proposals (RFP) for Athletic Training Services, issued October 14, 2021, together with any Addenda thereto, is incorporated herein by reference as Exhibit F.

End of Text for Exhibit F

EXHIBIT G

Consultant's Proposal

Consultant's Proposal, submitted November 4, 2021, in response to the Association's RFP is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G