

**Worksite Memorandum of Understanding (MOU)**

This Memorandum of Understanding ("MOU") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Labor, Licensing & Consumer Affairs ("Department"), located at Building 17, North County Complex, 725 Veterans Memorial Highway, Hauppauge, New York 11788; and SC Community College ("Contractor"), a not-for-profit corporation, having its principal place of business at 533 College Road / NFL Bldg. / Rm #237, Selden, NY 11784.

The parties hereto desire to make available for eligible Suffolk County residents an employment and training program that includes work experience under the Workforce Innovation & Opportunity Act, the Suffolk Works Employment Program, and/or other pertinent programs administered by the Department, and to establish the conditions, limitations and work rules to be observed by the Contractor and the Department under this MOU. This MOU is being entered into in accordance with Suffolk County Local Law No. 15-1993, as further described in paragraph 2 of Article I.

**Term of MOU:** July 1, 2022 through June 30, 2027, unless sooner terminated as provided for herein. This agreement will be reviewed not less than once every 3 years from the effective date to ensure appropriate funding and delivery of services.

**Total Cost of MOU:** No payments to Contractor.

**Terms and Conditions:** Shall be set forth in Articles I through V and Exhibits 1 through 4 attached hereto and made a part hereof.

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

**SC Community College**

By: [Signature]  
Name: Dr. Edward Bonahue  
Title: President  
Fed. Tax ID # 11-6000464  
Date: 5/4/22  
Dr. Edward Bonahue, hereby certifies under penalties of perjury (Print Name)

that I am an officer of SC Community College, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that SC Community College meets all requirements to qualify for exemption thereunder.

Name: [Signature]  
(Signature)  
Date: 5/4/22

Approved as to Form:  
Dennis M. Cohen  
County Attorney

**COUNTY OF SUFFOLK**  
By: [Signature]  
Name: Lisa Black  
Title: Chief Deputy County Executive  
Date: 5/20/22

**Approved: Department of Labor, Licensing & Consumer Affairs**

By: [Signature]  
Name: Rosalie Drago  
Title: Commissioner  
Date: 5/17/2022

By: [Signature]  
Name: Rhonda L. Maco  
Title: Principal Assistant County Attorney  
Date: 5-19-22



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

1. Services
2. Work Experience
3. Trainees
4. Interview and Notification of Hire
5. Reports, Attendance Records, and Evaluations
6. Work Experience Credit
7. Working Conditions
8. Reporting of Injuries
9. Termination of Trainees
10. Responsibility for Wrongful Termination
11. Contractor Assurances and Certification
12. Maintenance of Effort
13. Union Concurrence
14. Compliance with Worksite Manual
15. Self-Monitoring
16. Laws, Rules and Regulations
17. Fraud, Abuse, and Other Criminal Activity
18. Screening of Personnel
19. Political Activities
20. Sectarian Activities
21. Certifications
22. State Liability
23. Conflicts of Interest/Nepotism
24. Nondiscrimination & Equal Opportunity Assurance
25. Buy American Notice Requirement
26. Priority of Service for Veterans
27. Breach of Contract

**Article II**  
**Definitions**

1. Meanings of Terms
2. Elements of Interpretation

**Article III**  
**General Terms and Conditions**

1. Contractor Responsibilities
  - a. Duties and Obligations
  - b. Qualifications, Licenses, and Professional Standards
  - c. Notifications
  - d. Documentation of Professional Standards

- e. Credentialing
- f. Engineering Certificate
2. Termination
  - a. Thirty Days Termination
  - b. Event of Default: Termination on Notice
  - c. Termination Notice
  - d. Duties upon Termination
3. Indemnification and Defense
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services and Employment
10. Nonsectarian Declaration
11. Governing Law
12. No Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. Changes to Contractor
18. No Intended Third Party Beneficiaries
19. Certification as to Relationships
20. Publications
21. Copyrights and Patents
  - a. Copyrights
  - b. Patents
22. Arrears to County
23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
24. Certification Regarding Lobbying
25. Record Retention
26. Contract Agency Performance Measures and Reporting Requirements-Local Law No. 41-2013
27. Notice

#### **Article IV**

##### **Suffolk County Legislative Requirements**

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy

8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Contract Agency Performance Measures and Reporting Requirements
14. Suffolk County Local Laws Website Address
15. Suffolk County Code of Ethics

## Article V

### General Fiscal Terms and Conditions

1. General Payment Terms
  - a. Presentation of Suffolk County Payment Voucher
  - b. Voucher Documentation
  - c. Payment by County
  - d. Budget Modification
  - e. Budget and/or Services Revisions
  - f. Taxes
  - g. Final Voucher
2. Subject to Appropriation of Funds
3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures
4. Accounting Procedures
5. Audit of Financial Statements
6. Financial Statements and Audit Requirements
7. Furniture, Fixtures, Equipment, Materials, Supplies
  - a. Purchases, Rentals or Leases Requiring Prior Approval
  - b. Purchase Practices/Proprietary Interest of County
  - c. County's Right to Take Title and Possession
  - d. Inventory Records, Controls and Reports
  - e. Protection of Property in Contractor's Custody
  - f. Disposition of Property in Contractor's Custody
8. Lease or Rental Agreements
9. Statement of Other Contracts
10. Miscellaneous Fiscal Terms and Conditions
  - a. Limit of County's Obligations
  - b. Duplicate Payment from Other Sources
  - c. Funding Identification
  - d. Outside Funding for Non-County Funded Activities
  - e. Potential Revenue
  - f. Payments Contingent upon State/Federal Funding
  - g. Denial of Aid
  - h. Budget
  - i. Payment of Claims
  - j. Payments Limited to Actual Net Expenditures
  - k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1

**Rev. 12-10-2021; Law No.  
Worksite MOU - WIOA and/or SWEP**

- l. Salaries
- m. Salary Increases
- n. Contractor Vacancies
- o. No Limitation on Rights
- p. Comptroller's Rules and Regulations

**Exhibits**

- Exhibit 1** Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements
- Exhibit 2** Union Certification
- Exhibit 3** Living Wage
- Exhibit 4** Lawful Hiring

## Article I

### Description of Services

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

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

**Whereas**, the goals of the WIOA are, among other things, to assist job seekers in obtaining the services and skills they need to improve their employment opportunities through qualified training programs and placement at worksites; and

**Whereas**, the Department is also responsible for carrying out programs pursuant the Personal Responsibility Work Opportunity Reconciliation Act of 1996, which was enacted as part of a national effort to end the federal guarantee of cash assistance for welfare recipients; and

**Whereas**, New York State also has authority to administer -its own public assistance programs and provide funds under block grants for Temporary Assistance to Needy Families (“TANF”); and

**Whereas**, pursuant to these state and federal laws and the Suffolk Works Employment Program (“SWEP”), in order maintain certain social service and public assistance benefits, individuals must engage in work experience, through which they work at designated worksites and gain job skills in exchange for continuance of benefits (“Work Experience” or “Work Experience Program”); and

**Whereas**, the Department administers the WIOA and SWEP Work Experience Programs for Suffolk County; and

**Whereas**, the Contractor is willing to serve as a worksite where Trainees, as that term is defined herein, may obtain Work Experience; and

**Whereas**, the Department is also responsible for making available to youth participants services related to the support and advancement of educating and readying youths for the job market; and

**Whereas**, the Contractor is willing to provide at no cost when available and if applicable, one or more of the youth services as specified in paragraph 6 of Article I.

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

#### 1. Services

- a. The Contractor shall provide Work Experience at the Contractor’s worksites (the “Services”) to Trainees as defined herein. Work Experience, shall include, but not necessarily be limited to, providing work experience to Trainees and providing on-the-job training in regard to what is expected from Trainees in relation to job and professional work skills. All Federal, State and Local laws pertaining to fingerprinting and background checks shall be the sole responsibility of the Contractor if applicable.



- b. 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 authorization(s), certificates(s), certifications(s), registration(s), license(s), permit(s) or other approval(s) required by the State, County or other authorities for the Services provided.

## **2. Work Experience Participation**

This MOU is being entered into in accordance with Chapter 281 of the Suffolk County Code. The Contractor, in one or more other agreements it has executed with the County, has agreed to enter into this MOU. Such other agreement(s) contain the following terms and conditions:

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

## **3. Trainees**

For the purpose of this MOU, a Trainee shall be defined as a participant, as designated by the Department, in the Work Experience Program under WIOA and/or SWEP.

## **4. Interview and Notification of Hire**

- a. The Department shall refer Trainee(s) to the Contractor for an interview.
- b. If the Contractor determines to hire a Trainee(s), the Contractor shall notify the Department in such time and manner as may be required or directed by Department, but in no event shall such notification occur later than five (5) business days after the Contractor's determination to hire.

## **5. Reports, Attendance Records, and Evaluations**

- a. The Contractor shall provide both written and oral reports, as may be requested by the Department, regarding the Services. The Contractor shall prepare reports in such form(s) and deliver them at such time(s) as directed by the Department. All reports shall be made available to the Department in electronic format.

- b. The Department may, at its sole discretion, require the Contractor to submit documentation, in such form and type as the Department directs, relating to the Services, including, but not limited to, documents related to Trainee attendance at the Work Experience Program (e.g., attendance sheets) and evaluation of Trainee's progress and/or performance in the Work Experience Program.

## **6. Work Experience Credit**

### **a. Trainees under TANF and other Social Service Programs**

Trainees that participate in the Work Experience Program pursuant to TANF and/or other Social Service programs and who are in compliance with all federal and state regulations, as determined and documented by the Department, shall be credited for work performed.

### **b. Trainees under WIOA and other Youth Programs.**

The wages of Trainees that participate in the Work Experience Program pursuant to the WIOA Youth Program and other Youth Programs and who are in compliance with all federal and state regulations, as determined and documented by the Department, shall be subsidized by the Department through WIOA or other Federal and State grants.

### **c. Additional Services Available to Youth Participants**

To ensure Youth participants are successfully prepared to enter postsecondary education and/or unsubsidized employment, Contractor may provide, when feasible and at no cost to the Department, Youth work experience participants with the employment related services described in WIOA Regulations Section 681.460 through Section 681.600. These services may include: Tutoring and study skills training; Alternative secondary school services or dropout recovery services; Pre-apprenticeship programs; Internships and job shadowing; Occupational skills training; Education offered concurrently with and in the same context as workforce preparation, Leadership development, Supportive services described in WIOA Section 681.570; Adult mentoring; Comprehensive guidance such as substance abuse counseling; Financial literacy; Entrepreneurial skills training; Labor market information or other activities that help youth prepare for and transition to post-secondary education or unsubsidized employment.

### **d. Payroll Procedures/Fringe Benefits**

Any WIOA Trainees that may be entitled to wages under the applicable federal/state program shall be paid by the Department through the Suffolk County biweekly payroll system. Public Assistance recipients obtaining work experience will be credited for work performed at the minimum wage. The Contractor shall maintain individual records of time worked by Trainees on time sheets approved by the Department. Time records shall be maintained on a daily basis and shall document actual hours worked. Proper maintenance of time cards shall be the responsibility of the Contractor. The Contractor shall ensure that records are properly completed and validated, by signature of the Trainee and the worksite supervisor, within collection procedures and time frames established by the Department for processing of input documents through the payroll system and/or the Department of Social Services database. Trainees in wage paying programs shall be paid no less than the Federal or State minimum wage, whichever is greater.



Trainees shall work in those occupational titles identified by the Contractor and approved by the Department. Fringe benefits provided by the Department shall include, as appropriate and applicable, FICA, Workers' Compensation, General Liability, Unemployment Insurance and other such benefits as are determined by the Department to be in accordance with local law and relevant Federal and State regulations.

## **7. Working Conditions**

Health and safety standards established under State and Federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of Trainee(s). Where Trainees are engaged in activities not covered under the O.S.H.A. of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the Trainee's health or safety.

## **8. Reporting of Injuries**

In the event that a Trainee is injured and the injury either causes the Trainee to lose time at work or to obtain medical attention, the Contractor must immediately notify the Department of the injury by phone.

Within one working day, the Contractor must provide to the Department a written report of the injury on letterhead paper and containing information as to:

- a. Name of the Trainee.
- b. When, where, how and why the injury occurred.
- c. Nature of the injury.
- d. Witnesses to the injury.
- e. Whether the Trainee was sent home, to a hospital or to a physician.
- f. If medical treatment was given, the name and address of the physician.
- g. The name, title and phone number of the person who prepared the report.

If the immediate supervision of the Trainee is provided by the Department, the above-mentioned items shall be the responsibility of the Department's on-site supervisor.

## **9. Termination of Trainees**

Trainees may be terminated by the Contractor for reasonable cause at any time during the term of this MOU following verbal approval by the Department. When appropriate, prior to termination which is deemed necessary by the Contractor, Trainees shall be granted reasonable opportunity for correction of attitudes or improvement of performance. Following termination of a Trainee, a full bill of particulars should be

submitted to the Department at the above-stated address within two (2) weeks of the termination date.

#### **10. Responsibility for Wrongful Termination**

In the event that it is determined that the Contractor terminated or suspended a Trainee without just cause, and/or in violation of any federal, state, or local laws, then the Contractor, at its sole cost and expense shall make payment to the Trainee of any award to which the Trainee may be entitled under applicable laws and/or program requirements.

#### **11. Contractor Assurances and Certification**

The Contractor certifies:

- a. That sufficient staff and administrative capability is available to operate the activities of the applicable employment and training programs.
- b. That only time actually worked by a Trainee shall be certified on his/her time sheet, and that a current time sheet shall be maintained for each Trainee.
- c. That there is sufficient, meaningful work to occupy all the Trainees assigned during the hours they are at the site.
- d. That worksite supervisors shall attend training sessions, provided by the Department, as appropriate.
- e. That Trainees are adequately protected against hazards or activities which may adversely affect their health or safety.
- f. That any special clothing, specific tools or equipment which may be required for the Trainees to perform the work assigned shall be provided by the Contractor.

#### **12. Maintenance of Effort**

The Contractor shall ensure that:

- a. No Trainees shall be used to replace or perform any work ordinarily and actually performed by regular employees (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits), or to replace or to perform any work which would ordinarily be performed by craft or trade unions in private employment.
- b. No program shall impair existing contracts for services or collective bargaining agreements.
- c. No Trainee shall be employed or job opening filled (1) when any individual is on layoff from the same or a substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the effect of filling the vacancy so created by hiring a Trainee.

- d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- e. Work performed by Trainees under this Memorandum of Understanding shall only be in addition to work which would otherwise be provided by the Contractor without assistance under the applicable program.
- f. The work experience assignment shall not result in the filling of any established unfilled position vacancy by a Trainee.

### **13. Union Concurrence**

When an activity authorized by the Department would be inconsistent with a collective bargaining agreement, written union concurrence must be obtained before placement of the Trainee(s) in the Contractor's organization.

### **14. Compliance with the Worksite Manual**

The Contractor shall comply with the requirements of the applicable Worksite Manual. The Contractor hereby certifies and acknowledges having had the opportunity to review the manual and understands the applicable requirements, as well as the terms therein specified, and agrees to adhere to and comply with them.

### **15. Self-Monitoring**

The Contractor shall establish procedures to ensure compliance with WIOA, and all other applicable laws, regulations, and with the provisions of this MOU. Such procedures shall be subject to the review and approval of the Department.

### **16. Laws, Rules and Regulations**

The Contractor shall comply with all applicable federal, state and local laws, rules, and regulations which deal with or relate to the employment of persons who perform work or are trained under this MOU, including, but not limited to, the Workforce Innovation & Opportunity Act (WIOA), subsequent amendments, and the regulations and policies thereunder, the provisions of the various public assistance employment programs, the provisions of the Fair Labor Standards Act, the Equal Opportunity Clauses of the Civil Rights Act of 1964 and any subsequent amendments, and the health and safety standards established under State and Federal law and applicable to the working conditions of Trainees.

### **17. Fraud, Abuse and Other Criminal Activity**

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

Office of the Inspector General  
United States Department of Labor  
Room S-5506

200 Constitution Avenue, N.W.  
Washington, D.C. 20210

### **18. Screening of Personnel**

If (i) the Contractor performs or provides day care services (whether or not it has a contract with the Suffolk County Department of Social Services) and (ii) the activities of the Trainees under this MOU may be anticipated to bring them into contact with children receiving day care services, the Contractor shall comply with the requirements of Suffolk County Code Chapter 396 as now in effect or as amended hereafter or of any other State or Suffolk County Local Law that may become applicable during the term of this MOU with regard to the screening of personnel in connection with day care services.

### **19. Political Activities**

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

### **20. Sectarian Activities**

The Contractor agrees that Trainees shall not be utilized on the construction, operation or maintenance of any portion of any facility as is used or to be used for sectarian instruction or as a place of religious worship. Additionally, no Trainees shall be placed in any capacity to free any other person for the performance of such duties or activities.

### **21. Certifications**

Together with this MOU and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the Department the Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters, and the Drug-Free Workplace Requirements, attached to this MOU as Exhibit 8. The Contractor shall promptly advise the County of any material change in Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions, as required by Federal Department of Labor Regulations. The Contractor shall promptly advise the County of any material change in any of the information reported on such Certification(s) and shall otherwise comply with, and shall assist the County in complying with, said Regulations as now in effect or as amended during the Term of the MOU.

### **22. State Liability**

Unless the Contractor is a department or agency of the State of New York, the State of New York is not a party to this MOU and has no legal liability thereunder, either under the terms and conditions stipulated herein, or with regard to any such liability, legal actions, or disputes as may arise under this Memorandum between the Department and the Contractor.

### **23. Conflict of Interest/Nepotism**

No individual may be placed in a WIOA, TANF, SWEP, or other program employment activity, including, but not limited to, the Work Experience Program, if a member of that person's immediate family is directly supervised by or directly supervises that individual. Immediate family shall include wife, husband, daughter, son, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild. To avoid conflict of interest, the Contractor agrees that no Trainee will be hired under this MOU who is a member of the immediate family of any person employed in an administrative or supervisory capacity by the Contractor.

#### **24. Nondiscrimination & Equal Opportunity Assurance**

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

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

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

#### **25. Buy American Notice Requirement**

The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the WIOA will be American made.

#### **26. Priority of Service for Veterans**

Eligible veterans and their eligible spouses will receive priority over other eligible populations to any

program or service for workforce preparation, development, or delivery that is directly funded, in whole or in part, by the United States Department of Labor. Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the “Jobs for Veterans Act” (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services.

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

## **27. Breach of Contract**

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

**End of Article I**

**Article II**  
**Definitions**

**1. Meanings of Terms**

As used herein:

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

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

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

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

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

“**Contractor**” means the signatory corporation, its officers, officials, employees, agents, servants, sub-contractors, volunteers, and any successor or assign of any one or more of the foregoing performing the Services.

“**County**” means the County of Suffolk, its departments, and agencies.

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

“**Department**” means the signatory department approving the Contract.

“**Engineering Services**” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“**Event of Default**” means

- a. the Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(e) of **Article III** of the Contract; or
- b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or
- c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or
- d. the Contractor’s failure to comply with any Federal,

State or local law, rule, or regulation, and County policies or directives; or

- e. the Contractor’s bankruptcy or insolvency; or
- f. the Contractor’s failure to cooperate in an Audit of Financial Statements; or
- g. the Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or
- h. the Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or
- i. the inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or
- j. any condition that the County determines, in its sole discretion, is dangerous.
- k. the failure to comply with Local Law 41-2013 and related contractual requirements.

“**Federal**” means the United States government, its departments, and agencies.

“**Fringe Benefits**” means non-wage benefits which accompany, or are in addition to, a person’s salary, such as paid insurance, sick leave, profit-sharing plans, paid holidays, and vacations.

“**Fund Source**” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

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

“**Management Letter**” means a letter certified as true by the Contractor’s certified public accountant or chief financial officer of findings and recommendations for improvements in internal fiscal control that were identified during an Audit of Financial Statements, but which were not required to be included in an audit report.

“**Municipal Corporation**” means a town, village, or school district.

“**Services**” means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in **Article I** “Description of Services.”

“**State**” means the State of New York.

“**Statement of Other Contracts**” means a complete list of all other contracts under which money has been or will be paid to the Contractor from the County, Federal, or State governments, or a Municipal Corporation, and (i) which are currently in effect or (ii) which have expired within the past twelve (12) months and have not been renewed.

“**Suffolk County Payment Voucher**” means the document authorized



**Rev. 12-10-2021; Law No.  
Worksite MOU - WIOA and/or SWEP**

and required by the Comptroller for release of payment.

“Term” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

**2. Elements of Interpretation**

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

Capitalized terms used, but not otherwise defined, herein, shall have the meanings assigned to them in the Contract.

**End of Text for Article II**

Article III  
General Terms and Conditions

1. Contractor Responsibilities

a. Duties and Obligations

i.) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

ii.) The Contractor shall promptly take all action as may be necessary to render the Services.

iii.) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

iv.) Services provided under this Contract shall be open to all residents of the County.

b. Qualifications, Licenses, and Professional Standards

The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

c. Notifications

i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.

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

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

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

d. Documentation of Professional Standards

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

e. Credentialing

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

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

f. Engineering Certificate

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

2. Termination

a. Thirty Days Termination

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

**Rev. 12-10-2021; Law No.  
Worksite MOU - WIOA and/or SWEP**

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

**b. Event of Default; Termination on Notice**

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

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

**c. Termination Notice**

Any notice providing for termination shall be delivered as provided for in paragraph 27 of this Article III.

**d. Duties upon Termination**

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

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

iii.) The County is released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 1(c) (iii) and 8 of this Article III.

**3. Indemnification and Defense**

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

**4. Insurance**

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) Automobile Liability insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. The County shall be named an additional insured.

iii.) Workers' Compensation and Employer's Liability insurance, Disability Benefits insurance, including coverage for Paid Family Leave Benefits, in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to

**Rev. 12-10-2021; Law No.  
Worksite MOU - WIOA and/or SWEP**

§§57 and 220 of the Workers' Compensation Law.  
In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) Professional Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

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

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

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

g. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

**5. Independent Contractor**

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding

anything contained in this Contract, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

**6. Severability**

It is expressly agreed that if any term or provision of this Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

**7. Merger; No Oral Changes**

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

**8. Set-Off Rights**

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any sum due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

**9. Non-Discrimination in Services and Employment**

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status

- i.) deny any individual the Services provided pursuant to the Contract; or
- ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
- iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
- iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
- v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or



other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract; or

- vi.) discriminate against employees or applicants for employment.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

- i.) the Services to be provided; or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.) the class of individuals to be afforded an opportunity to receive the Services.

**10. Nonsectarian Declaration**

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

**11. Governing Law**

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

**12. No Waiver**

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

**13. Conflicts of Interest**

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty

shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

**14. Cooperation on Claims**

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

**15. Confidentiality**

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

**16. Assignment and Subcontracting**

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the moneys that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

**17. Changes to Contractor**

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

- i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the

**Rev. 12-10-2021; Law No.  
Worksite MOU - WIOA and/or SWEP**

- dissolution of the partnership without immediate reconstitution thereof, and
- ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):
    - 1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
    - 2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).
  - b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.
  - c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:
    - i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
    - ii.) a summary of the material terms of the proposed Permitted Transfer;
    - iii.) the name and address of the proposed transferee;
    - iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;
    - v.) all executed forms required pursuant to Article IV of the Contract, that are required to be submitted by the Contractor; and
    - vi.) such other information as the County may reasonably require.
  - d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and

the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 27 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

- e. Notwithstanding the County's consent,
  - i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and
  - ii.) such consent shall not be deemed consent to any further transfers.

**18. No Intended Third Party Beneficiaries**

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

**19. Certification as to Relationships**

The Contractor certifies under penalties of perjury that to the best of its knowledge, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies to the best of its knowledge that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

**20. Publications**

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

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

**21. Copyrights and Patents**

**a. Copyrights**

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals,

**Rev. 12-10-2021; Law No.  
Worksite MOU - WIOA and/or SWEP**

films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

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

**b. Patents**

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

**22. Arrears to County**

Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

**23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction**

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

**24. Certification Regarding Lobbying**

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

**25. Record Retention**

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

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

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



**Rev. 12-10-2021; Law No.  
Worksite MOU - WIOA and/or SWEP**

Requirements."

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

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

**27. Notice**

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

**End of Text for Article III**

Article IV  
Suffolk County Legislative Requirements

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

**Required Form:**

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

2. Living Wage Law

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

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

**Required Forms:**

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

LIVING WAGE CERTIFICATION/DECLARATION-SUBJECT TO AUDIT."

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

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

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

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

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

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

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

**Required Form:**

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

4. Lawful Hiring of Employees Law

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

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

**Rev. 12-10-2021; Law No.**  
**Worksite MOU - WIOA and/or SWEP**

County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

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

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

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

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

**Required Forms:**

“SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS – NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)” DOL-LHE 1 / 2 (REVISED 8/2017).

**5. Gratuities**

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

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

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

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

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

**7. Child Sexual Abuse Reporting Policy**

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

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

**8. Non Responsible Bidder**

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

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

**Rev. 12-10-2021; Law No.  
Worksite MOU - WIOA and/or SWEP**

“Nonresponsible Bidder.”

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

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

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

**10. Youth Sports**

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

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

**11. Work Experience Participation**

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

**12. Safeguarding Personal Information of Minors**

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

Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

**13. Contract Agency Performance Measures and Reporting Requirements**

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

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

**14. Suffolk County Local Laws Website Address**

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

**15. Suffolk County Code of Ethics**

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

<https://suffolkcountyny.gov/Portals/0/formsdocs/Boardofethics/Code%20of%20Ethics%20Booklet%20-%20New%20Revised%20May%202017.pdf>

**End of Text for Article IV**

**Article V**  
**General Fiscal Terms and Conditions**

**I. General Payment Terms**

**a. Presentation of Suffolk County Payment Voucher**

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

**b. Voucher Documentation**

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31<sup>st</sup> day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a Contractor's Director/Executive Director shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor and shall be maintained by the Contractor for audit. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract.

Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must

comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

**c. Payment by County**

Payment by the County shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.

**d. Budget Modification**

i.) The parties shall use the Contract Budget Modification Request form ("Budget Modification") for revisions to the Budget and Services not involving an increase to the total cost of the Contract. If the Contractor is seeking such a modification, the Contractor shall contact the Department to receive the form and enter the required information.

When the County and the Contractor agree as to such revisions, the Contractor shall sign the Budget Modification form and return it to the County for execution along with any other documentation the Department may require.

ii.) Such request must be made in advance of incurring any expenditure for which the revision is needed.

iii.) Upon complete execution of the Budget Modification form, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget Modification is completely executed.

iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted prior to November 15<sup>th</sup> of that year.

**e. Budget and/or Services Revisions**

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for

revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for any other reason necessitating revisions to the Budget or Services.

ii.) When the County and the Contractor agree as to such revisions, the Department will enter the information into the Budget/Services Revisions form and send it to the Contractor for signature. The Contractor shall return it to the County for execution along with any other documentation the Department may require.

iii.) Upon complete execution of the form by the parties, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget /Services Revisions Form is completely executed.

**f. Taxes**

The charges payable to the Contractor under the Contract are exclusive of federal, state, and local taxes, the County being a municipality exempt from payment of such taxes.

**g. Final Voucher**

The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

**2. Subject to Appropriation of Funds**

a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:

- i.) determine how to pay for the Services;
- ii.) determine future payments to the

Contractor; and

iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

c. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

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

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

- i.) salary scale for all positions listed in the Budget;
- ii.) personnel rules and procedures;
- iii.) pension plan and any other employee benefit plans or arrangements.

b. The Contractor shall not be entitled to reimbursement for costs under any pension or benefit plan the Comptroller deems commercially unreasonable.

c. Notwithstanding anything in this paragraph 3 of this Article V, the County shall not be limited in requesting such additional financial information it deems reasonable.

**4. Accounting Procedures**

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in

their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph b. below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

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

**5. Audit of Financial Statements**

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Comptroller or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or otherwise.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 25 of Article III, and paragraph 4(b) of Article V.

**6. Financial Statements and Audit Requirements**

- a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent

licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The audited financial statements including respective Management Letters must be emailed to the Executive Director of Auditing Services at [Audits@suffolkcounty.ny.gov](mailto:Audits@suffolkcounty.ny.gov) within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

- b. The Auditor should be required to meet the following minimum requirements:
  - i.) a current license issued by the New York State Education Department;
  - ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and
  - iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.
- d. "Subrecipients" – Federally Funded Programs and Grants
  - i.) In the event the Contractor is a "Subrecipient" as that term is defined in 2 CFR § 200.93 and the Contractor expends seven hundred fifty thousand (\$750,000.00) dollars or more of Federal moneys, whether as a recipient expending awards received directly from Federal awarding agencies or as a Contractor expending Federal awards received from a pass-through entity such as New York State and/or Suffolk County, during any fiscal year



within which it receives funding under the Contract, the audit referred to under this paragraph 6 must be conducted and any the audit report must be in accordance with OMB Uniform Grant Guidance – 2 CFR Part 200 (“Single Audit Report”). Single Audit Reports must also be uploaded to the Federal Audit Clearinghouse, to the extent required by the OMB Uniform Grant Guidance referred to above. In addition, the Single Audit Report, respective financial statements and any Management Letters must be submitted to the Department set forth on page one of this Contract and emailed to the Executive Director of Auditing Services at [subrecipientmonitoring@suffolkcountyny.gov](mailto:subrecipientmonitoring@suffolkcountyny.gov) within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor’s fiscal year, to which the audit relates.

- ii.) In the event the Contractor is a “Subrecipient” as that term is defined in 2 CFR § 200.93 and the Contractor expends less than seven hundred fifty thousand (\$750,000.00) dollars of Federal moneys, whether as a recipient expending awards received directly from Federal awarding agencies or as a Contractor expending Federal awards received from a pass-through entity such as New York State and/or Suffolk County, during any fiscal year the Contractor must email a certified Exemption Letter, the form of which shall be provided by the Department, on the Contractor’s Letterhead and a Schedule of Federal Funds Expended to the respective County Department and the Executive Director of Auditing Services at [subrecipientmonitoring@suffolkcountyny.gov](mailto:subrecipientmonitoring@suffolkcountyny.gov) within thirty (30) days of the end of the Contractor’s fiscal year. The Schedule of Federal Funds Expended must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.
- iii.) Subrecipients may include, but not necessarily be limited to, not-for-profit organizations; units of state government or a unit of local governments.
- e. Copies of any other audit reports including oversight agency audits must be submitted to the Department set forth on page one of this Contract and emailed to the Executive Director of Auditing Services at [Audits@suffolkcountyny.gov](mailto:Audits@suffolkcountyny.gov) within thirty (30) days after completion of the audit(s).
- f. The requirements set forth in this paragraph 6 shall not preclude the authorized representatives of the County, the Comptroller, or Federal or State entities from conducting any other duly authorized audit(s) of records and financial statements of the Contractor. The

Contractor shall make such records and financial statements available to authorized representatives of Federal, State and County government for that purpose.

- g. The provisions of this paragraph 6 shall survive the expiration or termination of the Contract.

**7. Furniture, Fixtures, Equipment, Materials, Supplies**

**a. Purchases, Rentals or Leases Requiring Prior Approval**

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

**b. Purchase Practices/Proprietary Interest of County**

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

the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.

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

**c. County's Right to Take Title and Possession**

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

**d. Inventory Records, Controls and Reports**

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

**e. Protection of Property in Contractor's Custody**

The Contractor shall maintain vigilance and take all

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

**f. Disposition of Property in Contractor's Custody**

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

**8. Lease or Rental Agreements**

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

**9. Statement of Other Contracts**

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall submit a then current Statement of Other Contracts.

**10. Miscellaneous Fiscal Terms and Conditions**

**a. Limit of County's Obligations**

The maximum amount to be paid by the County is set forth on the first page of the Contract.

**b. Duplicate Payment from Other Sources**

Payment by the County for the Services shall not duplicate payment received by the Contractor from any other source.

**c. Funding Identification**

The Contractor shall promptly submit to the County upon request, a schedule for all programs funded by the County, itemizing for each such program the sums received, their source and the total program budget.

**d. Outside Funding for Non-County Funded Activities**

Notwithstanding the foregoing provisions of the Contract, it is the intent of the County that the terms and conditions of the Contract shall not limit the Contractor from applying for and accepting outside grant awards or from providing additional educational activities/services which may result in the Contractor incurring additional costs, as long as the following conditions are met:

- i.) The County is not the Fund Source for the additional services;
- ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and
- iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.
- iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

**e. Potential Revenue**

The Contractor shall actively seek and take reasonable steps to secure all potential funding from grants and contracts with other agencies for programs funded by the County.

**f. Payments Contingent upon State/Federal Funding**

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

**g. Denial of Aid**

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Comptroller. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

**h. Budget**

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

**i. Payment of Claims**

Upon receipt of a Suffolk County Payment Voucher, the County, at its discretion, may pay the

Contractor during the Term, in advance, an amount not to exceed one sixth (1/6) of the maximum amount to be paid by the County set forth on the first page of the Contract.

**j. Payments Limited to Actual Net Expenditures**

The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the Term for the purposes set forth in the Contract an amount less than, or receive amounts more than, provided in the Budget, the total cost of the Contract shall be reduced to the net amount of actual Contractor expenditures made for such purposes. The total amount to be paid by the County shall not exceed the lesser of (i) actual net expenditures or (ii) the total cost of the Contract on the cover page and in the Budget. Upon termination or expiration of the Contract, if the Contractor's total amount of allowable expenses is less than the total amount of the payments made during the Term, the Contractor shall prepare a check payable to the Suffolk County Comptroller for the difference between the two amounts and submit such payment to the County, along with the final Suffolk County Payment Voucher.

**k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1**

Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees. All conferences that are partially or fully funded by the County that the Contractor's staff wishes to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 which may be viewed online at the County's website, [SuffolkCountyny.gov](http://SuffolkCountyny.gov); go to "Government," then "Comptroller," then "Consultant's Agreements."

**l. Salaries**

The Contractor shall not be eligible to receive any salary reimbursement until proof of deposit or payment of all withholding and payroll taxes to the Federal/State governments has been provided to the County.

**m. Salary Increases**

No salary, wage, or other compensation for the Services shall be increased over the amount stated in the Budget without the prior written approval of the County.

**n. Contractor Vacancies**

The County shall have the right of prior approval of the Contractor's filling of any vacant position as of the date of execution of the Contract or as may thereafter become vacant, and, in the exercise of that right. The County may promulgate reasonable regulations involving filling of vacancies which shall be deemed to be incorporated by reference in, and be made part of, the Contract, provided, however, that subject to the availability of funding, approval for the hiring of replacement clerical shall be a Contractor determination.

**o. No Limitation On Rights**

Notwithstanding anything in this Article V to the contrary, the County shall have available to it all rights and remedies under the Contract and at law and equity.

**p. Comptroller's Rules and Regulations**

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

**End of Article V**

**CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicant should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 2 CFR Part 180, "Government-wide Debarment and Suspension (Non-Procurement) and representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement all certifications pursuant to such payments have been or will be filed as required under 34 CFR Part 82, Section 82.100 (a-e).
- (c) The undersigned shall require that the language of the certifications referenced in 1 (b) be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989), implemented at 2 CFR part 180.335, for prospective participants in primary covered transactions, as defined at 2 CFR part 200 and the Department of Homeland Security's regulations at 2 CFR Part 3000.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department of agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently under indictment or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of the certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State and local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach and explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at - 2 CFR part 182, Subpart B, for grantees, as defined at 2 CFR part 182, Sections 182.635 and 182.655.

- A. The applicant that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The grantee's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
    - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
    - 1. Abide by the terms of the statement and;
    - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (dx2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.
  - (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (dx2), with respect to any employee who is so convicted:
    - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f),
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with this specific grant.
- Place of Performance (street, address, city, county, state, zip code).

### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR part 182, Subpart C, for grantees, as defined at 2 CFR part 182, Sections 182.635 and 182.655.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

**CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER POLLUTION CONTROL ACTS**  
**(applicable to grant or subgrant agreements exceeding \$150,000)**

As required by the Clean Air Act, as amended, 42 USC 7401-1671 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251-1387 et seq., and Executive Order 11738.

In addition to the foregoing requirements, the grantee shall certify, the following:

- A. As a condition to the grant, I certify that I will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended, (33 USC 1251-1387).
- B. As a condition of the grant, violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Check if there are workplaces on file that are not identified here.

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

SC Community College

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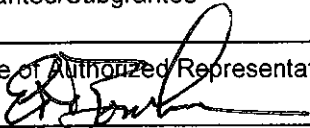
Name of Applicant/Grantee/Subgrantee

Dr. Edward Bonahue

President

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Printed Name and Title of Authorized Representative



5/4/22

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Signature

Date





Steven Bellone  
Suffolk County Executive

Rosalie Drago  
Commissioner

**SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS**

**UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT**

If the following definition of "County Contractor" (Union Organizing Law Chapter 803) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

**County Contractor:** "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

**Section I**

Check if  
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 803-3), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing.

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing.

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing.

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request.

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

**Section II**

Check if  
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): Non-Financial Agreement

**Section III**

Contractor Name: SC Community College Federal Employer ID#: 11-6000464  
Contractor Address: 533 College Road / NFL Bldg. / Rm #237 Amount of Assistance: -0-  
Selden, NY 11784 Vendor #: N/A  
Contractor Phone #: 631-451-4112  
Description of project or service: worksite for eligible participants

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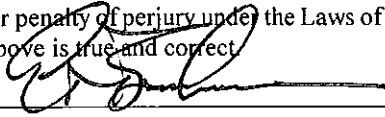
**Section IV**

In the event any part of the Union Organizing Law, Chapter 803 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

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**Section V**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

  
\_\_\_\_\_

Authorized Signature

Dr. Edward Bonahue President

Print Name and Title of Authorized Representative

Date 5/4/22



Steven Bellone  
Suffolk County Executive



Rosalie Drago  
Commissioner

**SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS**

**NOTICE OF NON-APPLICABILITY FOR COMPLIANCE WITH FEDERAL LAW  
(8 U.S.C. SECTION 1324A)  
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES  
Suffolk County Code, Chapter 353 (2006)**

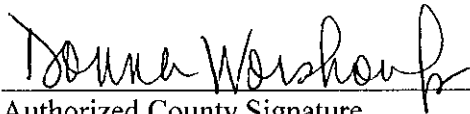
*To Be Completed By Awarding Agency*

The Lawful Hiring of Employees Law does not apply to the covered employer, contractor or sub-contractor, listed below. Please check the appropriate box to indicate the basis for non-applicability.

Contractor Name: SC Community College Federal Employer ID# 11-6000464  
Contractor Address: 533 College Road / NFL Bldg. / Rm #237  
Selden, NY 11784  
Contractor Phone #: 631-451-4112  
Description of project or service: worksite for eligible participants

Recipients of compensation from the County, through any grant, loan, subsidy, agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is NOT one hundred percent (100%) funded by the County.

This law shall not apply to the subcontractors of not-for-profit corporations.



Authorized County Signature

Donna Worshoufsky, Labor Specialist V

Print Name and Title of Authorized County Representative

5/11/22

Date

**SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING &  
CONSUMER AFFAIRS – LOCAL LAW COMPLIANCE UNIT**

**NOTICE OF NON-APPLICABILITY  
OF LIVING WAGE LAW**

Living Wage Law, Suffolk County Code, Chapter 575 (2001)

**To Be Completed By The Local Law Compliance Unit**

**DATE:** May 12, 2022

**TO:** Kristen Peldai, S.C. Dept. of Labor, Licensing & Consumer Affairs

**FROM:** Carolyn Bossert, Director

**TELEPHONE #:** (631) 853-3808

**EMPLOYER:** SC Community College

**VENDOR#:** 11-6000464

**REF:** Worksite

You are hereby notified that the response from SC Community College has been evaluated by the *Local Law Compliance* Unit of the Suffolk County Department of Labor, Licensing & Consumer Affairs. We find that this employer is not covered by the Suffolk County *Living Wage Law* (Local Law #12-2001), and that the requirements of this law as currently constituted do not constrain this contractor at this time.

Carolyn Bossert  
Director, Living Wage/Lawful Hiring  
Compliance Unit  
Suffolk County Department of Labor,  
Licensing & Consumer Affairs

**SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS**  
**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW**  
**(8 U.S.C. SECTION 1324A)**  
**WITH RESPECT TO *LAWFUL HIRING OF EMPLOYEES***

**VERIFICATION OF SUBMISSION OF *LAWFUL HIRING OF EMPLOYEES***  
Suffolk County Code, Chapter 353 (2006)

**To Be Completed By The Local Law Compliance Unit**

**DATE:** May 12, 2022

**TO:** Kristen Peldai, S.C. Dept. of Labor, Licensing & Consumer Affairs

**FROM:**  Carolyn Bossert, Director

**PHONE #:** (631) 853-3808

**EMPLOYER:** SC Community College

**VENDOR#:** 11-6000464

**REF:** Worksite

You are hereby notified that the submission from SC Community College has been received by the *Local Law Compliance* Unit of the Suffolk County Department of Labor, Licensing & Consumer Affairs. We find that this submission is complete and is in compliance with the requirements set forth by the Suffolk County *Lawful Hiring of Employees* Law (Local Law #52-2006).