

Request for Proposals (RFP)

To Provide Temporary Health Care Professional Staffing Services On Behalf of the Department of Health Services

Timeline

Advertisement Date: June 18, 2009

Technical Questions Due: July 2, 2009
Must be submitted in writing (fax/email acceptable)
to the Suffolk County Purchasing Office

Proposers' Conference: July 16, 2009
(non mandatory) 10 a.m.
Suffolk County Purchasing Office

Proposal Due Date: August 17, 2009
3:30 p.m.

Contact Information

Name: Kathleen C. Koppenhoefer
Title: General Services Manager
Suffolk County Purchasing Office
360 Yaphank Avenue, Yaphank, NY 11980

Main Tel. (631) 852-5196
Direct Tel. (631) 852-5463
Fax: (631) 852-5221
Email: Koppenhoefer@suffolkcountyny.gov

Response Package Requirements

- Submissions to be sent to Suffolk County Purchasing Office
- Number of Copies: Original plus **Ten (10)** copies
- The Purchasing RFP No. (located on upper right hand corner of this page) must be on:
 - All outer mailing envelopes/package
 - Original Response and all copies on the binder/cover page
- Original must be labeled "ORIGINAL"
- Original must contain the actual ink signed and notarized required County forms
- All copies must be complete copies of the Original
- Cost Proposals, original and required number of copies are to be in a separate, single, sealed packet to be included with the Original Proposal ONLY
- Proposals should be submitted in a tabbed and labeled binder, not permanently bound
- Do NOT return RFP document. This is for you to keep for reference

Late Proposals Will Be REJECTED

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Section I: Administrative Information

1. Purpose of RFP

The County of Suffolk (**County**), on behalf of the Department listed on page one of this RFP invites proposals (**Proposal(s)**) from qualified companies to provide services (**Services**), as described in the Section entitled "Technical Services Requirements".

2. Coordinating Departments

a. Prior to Award of Contract

The Suffolk County Purchasing Office is responsible for coordinating with the Department regarding the issuance of this RFP:

Suffolk County Purchasing Office
360 Yaphank Avenue
Yaphank, New York 11980
Main Tel: (631) 852-5196
Fax (631) 852-5221

Contact: Purchasing Office staff member listed on page one of this RFP.

b. After Award of Contract

The Department listed on page one of this RFP is responsible for coordinating with the Contractor and the County Attorney's Office regarding the negotiation and execution of the contract.

3. Background Information

- a.** Suffolk County, with a population of 1.4 million, is Long Island's eastern most county, and covers an area approximately 900 square miles, from 20 miles at its widest part to a length of approximately 86 miles.
- b.** The County of Suffolk is a municipal corporation of the State of New York, having its principal place of business at the County Center in Riverhead, New York, with an annual operating budget of \$2.4 billion. The County employs approximately 10,000 active employees, with offices located in Hauppauge, Yaphank, Riverhead and many smaller locations.

4. Evaluation Committee

The RFP Evaluation Committee will include, but not be limited to, representatives of the Suffolk County Department listed on page one of this RFP and the Office of the County Executive.

5. Questions

a. Administrative Questions

Administrative questions (e.g. procedural questions on how to respond to this RFP) may be submitted by telephone or in writing to the Purchasing Office staff member listed on page one of this RFP.

b. Technical Questions

Technical questions (questions which are specific to the service requested in this RFP) must be submitted in writing (fax is acceptable) on or before the date set forth on page one of this RFP to the attention of the Purchasing Office staff member listed on page one of this RFP. **Technical questions received after this due date will not be accepted unless provided at the Proposer's Conference.** If such technical questions are received, responses will be developed by the requesting Department and issued by the Purchasing Office in the form of an Addendum to this RFP, following the Proposer's Conference.

- c. No questions or comments should be directed to any County employee, consultant, or agent regarding RFP during the RFP process, except as set forth in sub-paragraph 5.a and 5.b above or as may be requested or permitted by the Suffolk County Purchasing Office and/or the Suffolk County Department of Law. Failure to comply may result in immediate disqualification.

6. Proposer's Conference

A Proposers' Conference (non-mandatory) will be held at the time and on the date set forth on page one of this RFP.

Location Suffolk County Purchasing Office
360 Yaphank Avenue
Yaphank, New York 11980

7. Due Dates for Proposals

Proposals must be submitted to the attention of the Purchasing Office staff member listed on page one of this RFP by 3:30 p.m. on the date set forth on page one of the RFP.

In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all Contractors.

8. Number of Copies of Contractor's Proposal

One original plus such additional numbers of copies as set forth on page one of this RFP of the Proposal are required. Do not submit Proposals that are permanently bound.

9. Preparation of Proposal

Proposals shall be prepared avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Each response in a Proposal shall clearly identify the section and paragraph number from the RFP to which it responds.

10. RFP Policies and Procedures

- a. It is the County's intent to select the Contractor that provides the best solution for the Department's needs.
- b. The Contractor's contract will be in the format set forth in the Section, entitled "Model Agreement," but will be subject to final contract negotiations.
- c. The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer. The County reserves the right to award negotiated contracts to one or more Contractors.
- d. This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract for any services.
- e. The decision to award a contract shall be based on the ability of the Contractor to provide quality products and services and to comply with all applicable laws, rules and regulations, including without limitation the local preference and other Suffolk County local laws set forth in the Section entitled "Legal Appendices/County Forms."
- f. The award of any contract will be made as judged to be in the best interest of the County.
- g. Each proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the above criteria.
- h. While the County is under no obligation to contact Contractors for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the County, at the sole discretion of the Evaluation Committee, may elect to interview all or some Proposers during the selection process and to request presentations.

- i. Based on the evaluation criteria, please note that the County will not necessarily choose the Contractor(s) with the lowest rates for Services. A competitive range consisting of those Proposals which are acceptable to the County, or which could be made acceptable following written or oral presentations, will be determined.

11. Copies of RFP

Copies are available on-line at: www.suffolkcountyny.gov; click on Bids and Proposals and follow the instructions to register and download the documents. By registering on-line you will automatically be notified of all future addenda. If you should need assistance please contact the Purchasing office for help. (see page one)

12. Proposal Format

Proposals must include the following:

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

A transmittal letter is a letter on the Contractor's stationery. A corporate officer or an authorized agent of the Contractor must sign the transmittal letter. The transmittal letter should state the contact person who will be responsible for answering any questions that the County Evaluation Committee may have. Include the telephone number and fax number for such contact person.

**b. Suffolk County SCEX Form 22
Contractor's/Vendor's Public Disclosure Statement (3 pages)**

SCEX Form 22 is included in the section entitled "Suffolk County Request for Proposals (RFP) Legal Appendices/Forms".

A corporate officer or an authorized agent of the Contractor must sign one (1) original of form and have it notarized.

Please note that any Contractors who are not-for-profit corporations are not required to complete this form.

**c. Suffolk County RFP or Bid Certification
Form SCPD-7**

Signed by a corporate officer or an authorized agent of the Contractor.

Form SCPD-7 is included in the Section entitled "Suffolk County Request for Proposals (RFP) Legal Appendices/Forms".

d. Living Wage Forms (mandatory forms)

These forms are included in the Section entitled "Suffolk County Request for Proposals (RFP) Legal Appendices/Forms". See that Section for instructions.

If you answer yes to LW-38, then you MUST answer questions 12 and 13 on LW 1 form.

The Labor Department's Living Wage Unit may be reached at (631) 853-3808 for specific questions.

e. Lawful Hiring Forms (mandatory forms)

These forms are included in the Section entitled "Suffolk County Request for Proposals (RFP) Legal Appendices/Forms". See that Section for instructions.

The Labor Department's Lawful Hiring of Employees Unit may be reached at (631) 853-3808 for specific questions.

f. Contractor's Statement of Applicability of Local Preference Law - Section A4-13 of the Suffolk County Administrative Code (Local Preference Law)

Local Preference Law - Section A4-13 of the Suffolk County Administrative Code establishes a preference program for Suffolk County consulting contracts. This preference program requires all contracts for professional consulting services (engineering, architectural, planning, legal, and accounting, etc.) to be awarded to firms located and doing business within Suffolk or Nassau County except where no local consultant has the necessary expertise or credentials to provide the needed service, or where the local consultant's response to a Request for Proposals (RFP) exceeds the otherwise lowest response by more than 10%. The local law contains specific definitions and language relative to application of this law which interested parties should review. Copies of Section A4-13 may be obtained from the Office of the Commissioner of the Suffolk County Department of Public Works at 631-852-4013 or viewed on the Suffolk County web site at <http://www.co.suffolk.ny.us>: Click on "Laws of Suffolk County" under "Suffolk County Links."

g. Contractor Profile/Response to Questions set forth in the RFP Section entitled "Contractor Profile"

This Section will be used in the County's evaluation of the Contractor's general qualifications.

h. Contractor's Proposed Technical Services/Response to items set forth in the RFP Section entitled "Technical Services Requirements"

This Section will be used in the County's evaluation of the Contractors' proposed technical services.

i. List (if applicable) of Subcontractors

Identify all subcontractors the Contractor plans to use and the function for which such subcontractors will be responsible. Provide qualifications, including prior relevant experience, for subcontractors anticipated to be used. Failure to include this information in the Proposal may be grounds for disqualification.

j. Conflict of Interest

Proposers must disclose to the County the existence of any conflicts of interests, whether existing or potential. If none exist, so state. Proposals shall disclose:

- i. Any material financial relationships that the Proposer or any employee of the Proposer has that may create a conflict of interest acting as a Contractor for Suffolk County.
- ii. Any family relationship that the Proposer or any employee of the Proposer has with any County employee that may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.
- iii. Any other matter that the Proposer believes may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.

k. Contractor's Proposal Cost Proposal/Response to items set forth in the RFP Section entitled "Cost Proposal"

This Section will be used in the County's evaluation of the Contractor's proposed costs.

13. Award Criteria

a. General Qualifications:

40 points

Contractors history, expertise, experience, reliability, financial viability, and references.
See RFP Section entitled "Contractor Profile," for specific requirements.

- | | |
|---|-------------------|
| b. Proposed Technical Services/Products:
Strategies, methodologies, services
offered by Proposer. See RFP Section entitled
"Technical Services Requirements" for specific requirements. | 40 points |
| c. Cost Proposal:
Separate sealed envelope.
See RFP Section entitled "Cost Proposal" for specific requirements. | 20 points |
| Total | 100 points |

14. Process

The award of any contract will be made as judged to be in the best interest of the County.

The Suffolk County Department of Law acts as counsel to the Evaluation Committee but does not vote in the selection process.

15. Local Law No. 26-2003

Proposers are advised that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County and as such the County expects the potential Contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

16. Contract Terms and Conditions

- a. Reference is made to the Model Form Agreement for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney's Office.
- b. The Contractor must identify any items not set forth in the Model Agreement that the Contractor requests be negotiated.
- c. The Contractor responses to this RFP, as may be subsequently modified in negotiations with the County may be included as exhibits in any contracts, which the County may execute with the Contractor.

17. Effective Period of Proposals

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

18. NYS Freedom of Information Law (FOIL)

All submissions for the Counties' consideration will be held in confidence pending final execution of the contract(s). However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law Article 6. Therefore, if a Proposer believes that any information in its submission constitutes a trade secret or is otherwise information which if disclosed would cause substantial injury to the competitive position of the Proposer's enterprise and the Proposer wishes such information to be withheld if requested pursuant to FOIL, the Proposer shall submit with its Proposal a separate letter addressed to the primary contact referenced in this RFP, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret or is other information which if

disclosed would cause substantial injury to the competitive position of the Proposer's enterprise, and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its submission will constitute a waiver by the Respondent of any interest in seeking exemption of this information under Article 6 of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Proposer may be subject to disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data subject to FOIL.

End of Text for Section I

Section II
Contractor Profile

1. General Information/Contractor's History

- a. Company name and address.
- b. Year company was founded and brief history.
- c. Total number of employees in company, and the number of employees at servicing office.
- d. Location(s) from which services will be performed.
- e. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.).
- f. Contact person and title.

2. Qualifications and Experience of Personnel

- a. Provide resumes of the project director and other key staff who will be assigned to this project.
- b. For each professional listed above, describe their qualifications and provide information regarding:
 - i. Education;
 - ii. Professional licenses and other affiliations (copies of which shall be submitted with Proposals);
 - iii. Number of years engaged in services relating to the services requested in this RFP;
 - iv. Other relevant work experience or qualifications;
 - v. The role each identified person would play.
 - vi. If you intend to use the services of a sub-contractor, please provide all of the above information for such sub-contractor. Note that the County must pre-approve the use of any sub-contractors.
- c. Will temporary staff also be involved? If so, include details of their supervision and training.
- d. Describe other projects involving similar technical services. Describe the role and experience of key personnel assigned to other similar projects who will be assigned to this project.

3. Financial Viability

a. Financial Statements

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA and/or internal statements if certified statements are not available or have not been issued within the past 12 months.

b. Indebtedness to County, Liens and Litigation

Submit a statement as to indebtedness, if any, to the County; and a listing of all outstanding liens, if any, against the Contractor. Submit a summary of litigation, if any, against the Contractor and its disposition.

4. Client History

Provide a list of all clients for whom you have provided similar services within the last three years. For each client, provide the following:

- a. Client name; and
- b. Client address; and
- c. Contact name, title and telephone number; and
- d. Description of services provided and time period.

5. References

- a. From the list provided in response to paragraph 4, entitled "Client History", provide three client references for which you have provided services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.
- b. Provide a list of all contracts with the County of Suffolk within the last five years (regardless of type of service), the time period for those services and your primary County contact.

End of Text for Section II

Section III
Background Information

1. Department of Health Services (Department)

The Department's main office is located at 225 Rabro Drive East, Hauppauge, New York. All services are provided through nine divisions spread out among thirty-two locations. The Department has a 2009 Operating Budget of over \$397 million and staffing consists of over 1,500 budgeted employees.

2. Department's Division of Patient Care Services (PCS)

- a. The Department's Division of Patient Care Services (**PCS**) is responsible for the administration and clinical oversight of ten health facilities (**Health Centers**). Health Centers provide primary care, family planning, and prenatal care to populations that could not otherwise access medical care. The ten Health Centers are located in Shirley, Patchogue, Brentwood, Coram, Wyandanch, Amityville, Central Islip, East Hampton, Southampton and Riverhead. Six of the health facilities are operated under contract with local hospitals. In addition, PCS also operates the following other programs: Bureau of Chest Diseases, the BOCES School-Based Health Facility, the Dental Program, the Diabetes Education Program, the Immunization Action Program, the COBRA Case Management Program, the Neighborhood Aide Program, the Migrant Health Program and the Women, Infants and Children Program.
- b. PCS is responsible for providing medical care for all routine medical needs, emergencies and illnesses, both acute and chronic, through its Jail Medical Units (**JMU's**) for all inmates in the custody of the Suffolk County Sheriff's Department. The JMU's are located within the Suffolk County Correctional Facilities at the Riverhead Maximum Security Facility and at the Yaphank Minimum Security Facility. There is a range of approximately 1600 to 1800 inmates at any given time.

3. Department's John J. Foley Skilled Nursing Facility (JJFSNF)

The John J. Foley Skilled Nursing Facility (**JJFSNF**) is a 264-bed resident facility, and includes a twelve bed dedicated AIDS unit. It also provides an Adult Day Care Health Program, which allows for up to 60 non-residents to be transported to the JJFSNF Monday through Saturday during day time hours, where they receive complete and comprehensive health care, social services and structured therapeutic activities in a congregate setting. The JJFSNF address is 14 Glover Drive, Yaphank, New York, 11980. It is housed in a spacious, state of the art structure completed and opened in 1995, and is located on the west side of Yaphank Avenue, approximately one mile south of the Long Island Expressway at Exit 67.

4. The Department's Division of Community Mental Hygiene Services (CMH)

The Department's Division of Community Mental Hygiene Services (**CMH**) is responsible for the outpatient treatment of chronic opioid dependence through the operation of comprehensive, New York State-licensed chemotherapy (methadone) clinics. The CMH provides care to approximately 1,200 patients at five sites within the County. Chemotherapy (methadone) substance abuse treatment programs are located at the following sites:

- a. 200 Wireless Blvd., Hauppauge, NY 11788
- b. Building 151 North County Complex, Hauppauge, NY 11788
- c. 689 Jericho Turnpike, Huntington Station, NY 11746
- d. County Center, 300 Center Drive, Riverhead, NY 11901

5. Background for Temporary Health Care Professional Staffing Services (Services)

The Department currently contracts with the following contractors:

	<u>Contractor</u>	<u>Division</u>	<u>Term of Agreement</u>
a.	HealthPro Staffing, Inc.	PCS/CMH	Sept. 1, 2007 – Dec. 31, 2009
b.	Onward Healthcare, Inc.	PCS/CMH/JJFSNF	Sept. 1, 2007 – Dec. 31, 2009
c.	White Gove Placement, Inc.	PCS	Sept. 1, 2007 – Dec. 31, 2009
d.	Horizon Health Care Staffing	CMH/JJFSNF	Sept. 1, 2007 – Dec. 31, 2009
e.	Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions	CMH JJFSNF	Sept. 1, 2007 – Dec. 31, 2009 Jan. 1, 2008 – Dec. 31, 2009
f.	J&P Watson, d/b/a Interim Healthcare	JJFSNF	Sept. 1, 2007 – Dec. 31, 2009
g.	Lloyd Staffing, Inc.	JJFSNF	Sept. 1, 2007 – Dec. 31, 2009
h.	NY Therapy Placement Services	JJFSNF	Sept. 1, 2007 – Dec. 31, 2009
i.	Staffing Remedies, Inc.	JJFSNF	Sept. 1, 2007 – Dec. 31, 2009

End of Text for Section III

Section IV
Technical Services Requirements

1. General Background

The County of Suffolk (County) acting through the Suffolk County Department of Health Services (Department), invites proposals from qualified companies (Contractor) interested in providing Temporary Health Care Professional Staffing Services (Services).

2. Minimum Requirements for Technical Services Proposals

Proposers may choose to provide Services for the Division of Patient Care Services (PCS), the John J. Foley Skilled Nursing Facility (JJFSNF) and/or the Division of Community Mental Hygiene Services (CMH). Proposers must clearly state in their proposals whether they are submitting a proposal for the Division, the JJFSNF, CMH or a combination of sites in a consolidated proposal. Proposers must describe in detail how they shall provide the Services to be performed in order to meet the Technical Services Specifications as listed in paragraphs 3 through 6 of this RFP Section. In addition, Proposers must include an executive summary consisting of one to three pages, highlighting the major aspects of their proposals.

3. Technical Services Overview

- a. The Contractor shall provide Services within six (6) hours time of the request. Services shall include the time the Contractor is on-site at a County facility to the time the Contractor leaves said site. Travel time to and from a County site shall not be included in the rate quotes provided.
- b. As applicable, all personnel provided by the Contractor must be duly licensed, registered and/or certified to practice his or her profession without restriction in the State of New York. Certified Nursing Assistants working at the JJFSNF must be listed in the New York State RHCF Nurse Aide Registry. Medical Assistants working for PCS must have completed an accredited Medical Assistant Program. Medical Assistants who are bi-lingual are preferred, but the preference is not mandatory.
- c. Entrance to the JMU requires a background check and approval by the Suffolk County Sheriff's Office. All employees of the Contractor must have a valid form of identification (i.e. New York State Drivers License, Identification card).
- d. Registered Dietitians and Registered Diet Technicians working at the JJFSNF must be available to work weekends.
- e. Preference may be given by the Department to Proposers who can provide Services in all areas of staffing listed in paragraphs 4 through 6 below and as further described in this RFP Section IV.

4. Technical Services Specifications for the JJFSNF

Proposers shall describe how they shall provide Services for the following job titles and descriptions for the JJFSNF:

a. Registered Nurse (RN)

RN's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Providing nursing care to residents of the JJFSNF.
- ii. Assisting medical providers (Providers) with examinations, special procedures and/or therapeutic treatments.
- iii. Administering medication, immunizations and nursing treatments as prescribed by a physician or nurse practitioner, and noting residents' reactions to medications and/or treatments.

- iv. Supervising the work of Licensed Practical Nurses, Certified Nursing Assistants and other ancillary personnel.
- v. Supervising the routine care of residents, including making beds, changing linens, keeping order, lifting and moving residents, giving baths, rubs, and caring for personal effects.
- vi. Obtaining the medical history of residents, including screening for numerous age-appropriate bio-psychosocial needs and/or problems.
- vii. Counseling and educating residents and their families regarding preventive health measures and chronic disease management.
- viii. Developing and revising nursing care plans, writing reports and maintaining charts on the condition and progress of residents.
- ix. Preparing incident/accident reports for residents, employees and visitors.
- x. In cases of a resident's death, notifying the appropriate physician or nurse practitioner and the resident's relatives as well as preparing bodies for the morgue.

b. Licensed Practical Nurse (LPN)

LPN's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Performing nursing duties under the general supervision of RN's, in accordance with required training, rules, regulations and established practices of the New York State licensing agency and the Department.
- ii. Receiving and transcribing general assignments from physicians and nurse practitioners and performing such assignments without detailed instructions.
- iii. Providing resident care, including special feedings and administration of routine treatments and diagnostic laboratory tests.
- iv. Administering medication and nursing treatment to residents as prescribed by physicians or nurse practitioners and monitoring residents' reactions.
- v. Obtaining and recording vital signs and assessing and supervising nutritional intake and output.
- vi. Assigning, scheduling, supervising and reviewing the work of subordinate personnel.
- vii. Performing periodic rounds of units and attending required meetings, conferences and seminars.
- viii. Maintaining residents' charts and writing reports on activities.
- ix. May be responsible for acting as a charge nurse of a sub-unit in the JJFSNF.

c. Certified Nursing Assistant (CNA)

CNA's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Assisting residents with dressing, undressing, changing, bathing and other personal care needs such as performing back rubs and shaving residents.
- ii. Assisting in the positioning of residents and routine restorative exercises under the supervision of professional staff.
- iii. Assisting in serving meals and feeding special-care residents and collecting food trays.
- iv. Assisting in maintaining a clean and orderly environment for the residents within the room, work areas, recreational areas, etc.

- v. Assisting in recording the temperature, pulse, and respiration rate of residents.
- vi. Assisting in preparing daily reports.
- vii. Assisting in the transfer of residents to or from the JJFSNF.

d. Physical Therapist (PT)

PT's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Treating physical disabilities, injuries, and diseases to relieve pain and/or restore and maintain physical functions through the use of a variety of therapeutic agents such as heat, light, electricity, water, massage, therapeutic exercise, etc.
- ii. Carrying out physicians' prescriptions in accordance with standard practices and instructing RN's and LPN's in therapeutic treatment.
- iii. Instructing residents on how to properly use and apply orthopedic aids, walking aids, and other similar devices.
- iv. Evaluating the condition and progress of residents.
- v. Maintaining complete records of treatments administered and residents' responses.
- vi. Conferring with physicians, nurses and other health personnel on individual cases and on the policies and programs of physical therapy and rehabilitation.

e. Physical Therapist Assistant (PTA)

PTA's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Assisting, under the supervision of a licensed PT, in the treatment of residents through the use of physical therapy techniques, or under the supervision of a licensed PT, treating residents. Treatment may include the use of heat, light, water, sound, massage, therapeutic exercise and gait training.
- ii. Assisting in the training, observation, and evaluation of residents.
- iii. Caring for and maintaining residents' assistive devices such as braces and prostheses.
- iv. Observing and reporting residents' responses to PT's.
- v. Assisting PT's in performing tests, evaluations and complex treatment procedures.

f. Occupational Therapist (OT)

OT's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Planning and carrying out a program of therapeutic activities prescribed by a physician in order to facilitate the rehabilitation and continuation of independence of physically disabled residents.
- ii. Evaluating residents to determine the current level of functional performance and then recommending and setting-up an occupational therapy program in accordance with a physician's recommendations.
- iii. Participating in periodic staff conferences with physicians, nurses, supervising therapists and other medical personnel to discuss and plan therapy, which will be of the greatest physical and psychological benefit to the resident.
- iv. Maintaining complete records of each resident's work and progress, and issuing oral and written reports to the physician in charge.

g. Occupational Therapist Assistant (OTA)

OTA's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Assisting, under the supervision of a licensed OT, in the treatment of residents through the use of occupational therapy techniques, or under the supervision of a licensed OT, treating residents.
- ii. Assisting in the training, observation, and evaluation of residents and maintaining residents' assistive devices.
- iii. Providing information during staff conferences with physicians, nurses, supervising therapists and other medical personnel to discuss and plan therapy, which will be of the greatest physical and psychological benefit to the resident.
- iv. Maintaining complete records of each resident's work and progress, and issuing oral and written reports to the physician in charge.

h. Speech Language Pathologist (SLP)

SLP's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Instructing residents on prescribed therapeutic exercises and techniques to correct functional and organic speech disorders.
- ii. Performing diagnostic tests, such as bedside swallow evaluations, as directed by a physician.
- iii. Evaluating residents' hearing, articulation, connected speech, discrimination, speech and verbal comprehension.
- iv. Participating in periodic medical staff conferences to evaluate, advise and plan proper methods of treatment for residents with speech disorders.
- v. Instructing residents, designated representatives, and medical personnel in the various phases of the speech therapy program.

i. Registered Dietician (RD)

RD's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Assessing the nutritional needs of residents of various ages, diseases, & physical impairments.
- ii. Developing and implementing diets, including therapeutic and other specialized diets, to meet the nutritional needs of residents.
- iii. Attending patient conferences with family members and nursing personnel on a routine basis.
- iv. Completing Multiple Data Sets (MDS) for initial resident admissions and assessments as needed.

j. Registered Diet Technician (RDT)

RDT's shall be responsible for performing the following duties, which shall include but not be limited to:

- i. Assisting the RD in gathering baseline information on new resident admissions.
- ii. Assisting with the completion of MDS.
- iii. Attending Culinary Committee meetings.

- iv. Attending Resident Council Meeting to obtain feed-back on current menu & preferences.
- v. Printing meal tickets & nutritional labels.

5. Technical Services Specifications for the Division of Patient Care Services (PCS)

Proposers shall describe how they shall provide Services for the following job titles and descriptions for PCS:

a. Jail Medical Unit (JMU)

i. Registered Nurse (RN)

RN's shall be responsible for performing the following duties, which may include but not be limited to:

- A. Providing nursing care to inmate patients in the JMU.
- B. Assisting Providers with examinations, special procedures and/or therapeutic treatments.
- C. Administering medications, immunizations and nursing treatment as prescribed by a Provider, and noting patients' reactions to medications and treatments.
- D. Supervising the work of LPN's and other medical personnel.
- E. Supervising the routine care of patients as required.
- F. Performing intake screening assessments and triaging, including obtaining a medical history and screening for numerous age-appropriate bio-psychosocial needs and/or problems, such as smoking, nutrition, parenting, substance abuse, tuberculosis, and other infectious diseases.
- G. Contacting on-call Providers for medication orders.
- H. Responding to emergencies and initiating basic life support protocols.
- I. Performing clerical duties including filing of medical records.

ii. Licensed Practical Nurse (LPN)

LPN's shall be responsible for performing the following duties, which may include but not be limited to:

- A. Performing nursing duties, under the general supervision of an RN or other appropriate supervisors, in accordance with required training and the rules, regulations and established practices of the New York State licensing agency and the Department.
- B. Carrying out general assignments from an RN or other appropriate supervisors without detailed instructions.
- C. Providing patient care, including special feedings, and the administration of routine treatment and diagnostic tests including EKG, visual acuity and laboratory tests.
- D. Administering medication and nursing treatment to patients as prescribed by Providers and monitoring their reactions.
- E. Obtaining and recording vital signs and monitoring and recording nutritional intake and output.
- F. Maintaining patients' charts and writing reports on activities.
- G. Performing clerical duties including filing of medical records.

b. Health Centers and other PC Programs

i. Registered Nurse (RN)

RN's shall be responsible for performing the following duties, which may include but not be limited to:

- A. Providing nursing care to patients at Health Centers and other PC program locations.
- B. Conducting initial medical history interviews, annual interval histories, and episodic interviews.
- C. Screening patients for numerous age-appropriate bio-psychosocial needs and/or problems including, domestic violence, smoking, nutrition, parenting, substance abuse, tuberculosis, infectious diseases etc, and refer appropriately.
- D. Assisting Providers with examinations, special procedures (e.g. colposcopy, sigmoidoscopy, etc.) and/or therapeutic treatments
- E. Post-visit counseling of patients regarding Provider's orders, and providing information on medications, nutrition, activity, further diagnostic tests, referrals, etc.
- F. Screening patients and administering medications, immunizations and treatments as prescribed by a Provider or by Standing Orders.
- G. Initiating and/or completing referrals to ancillary support services (e.g., social work, public health nursing, etc).
- H. Counseling and education patients, parents and families regarding preventive health measures.
- I. Triaging patients who call or appear without an appointment.
- J. Responding to emergencies and initiating basic life support protocols.
- K. Supervising the work of subordinate medical personnel such as Medical Assistants and Nurses Aides.

ii. Medical Assistant (MA)

MA's shall be responsible for performing the following duties, which shall include but not be limited to:

- A. Performing duties under the supervision and guidance of Providers and RN's.
- B. Obtaining and documenting patient's medical history or chief medical complaint.
- C. Obtaining and documenting patient's height, weight, temperature, pulse, blood pressure, and head/chest circumference (if applicable).
- D. Performing electrocardiograph, hearing, vision, peak flow, urine dipstick, and pulmonary function testing as ordered by a Provider.
- E. Drawing venous blood specimens and/or finger stick blood specimens as ordered by a Provider.
- F. Setting-up examination rooms and instructing patients on how to prepare for examinations.
- G. Assisting Providers during examinations as needed (labeling specimens, etc).
- H. Cleaning and sterilizing used medical instruments.
- I. Scheduling future appointments at medical specialists' offices, diagnostic testing facilities, and Health Center.

J. Providing general clerical support as needed (photocopying, faxing, etc).

6. Technical Services Specifications for the Division of Community Mental Hygiene Services (CMH)

Proposers shall describe how they shall provide Services for the following job titles and descriptions for CMH:

a. Registered Nurse (RN)

RN's shall be responsible for performing the following duties, which may include but not be limited to:

- i. Preparing and dispensing liquid doses of methadone, both for observed ingestion and for take-home medication, in accordance with the prescription of the clinic physician.
- ii. Keeping accurate records of narcotic drug inventory.
- iii. Ensuring security of narcotic drug inventory.
- iv. Collecting and labeling urine specimens for laboratory testing.
- v. Obtaining patient and family medical histories.
- vi. Administering and interpreting diagnostic tests for tuberculosis.
- vii. Assisting physicians, nurse practitioners and physician's assistants and administering inoculations.
- viii. Participating in interdisciplinary case conferences.
- ix. Providing health education.
- x. Obtaining and recording vital signs.
- xi. Keeping accurate medical records.

b. Licensed Practical Nurse (LPN)

An LPN shall be responsible for performing the same duties as an RN, but only under the direct supervision of an RN.

7. Multiple Contractors

The County reserves the right to award negotiated contracts to any or all Proposers receiving a passing score in response to this RFP.

8. Anticipated Award and Contract Timetable

It is anticipated that this RFP process shall be concluded and a "letter of award" issued during September 2009. The anticipated commencement date of Services shall be January 1, 2010. Services shall continue through to December 31, 2012 with two additional one-year options to renew at the County's discretion, on the same terms and conditions.

End of Text for Section IV

Section V
Cost Proposal

1. Separate Envelope

- a. Proposers shall submit one original plus **ten (10) copies** of their Cost Proposal in a SEALED envelope labeled "Cost Proposal." The Cost Proposal envelope shall then be packaged with the "Original proposals set only. Do not include cost information in the body of the proposal response, or include cost proposals in sealed envelope in any of the extra copies submitted. EACH page of the Cost Proposal shall contain the Proposers name in either the header or footer.
- b. The cover of the separate sealed envelope must indicate if a Proposer is submitting a Proposal for PCS, JJFSNF, CMH or a combination of sites in a consolidated proposal.

2. Lowest Rates

Based on the evaluation criteria, the County will not necessarily choose the Proposer with the lowest rates for Services.

3. Proposal Format

Proposers must supply proposals in accordance to the format listed in paragraph four (4) below. Bids in alternative formats will be reviewed and may be accepted by the Evaluation Committee. However, all Proposers must submit proposals that adhere to the listed schedule separately. Proposers are requested to submit any additional information, charts, data, and descriptions, as the Proposer deems necessary for evaluation of the proposal.

4. Cost Proposal

- a. Proposers shall provide a detailed list of all charges it will impose for items that shall or may apply to the Services listed in Section IV of this RFP. Failure to include a charge or schedule of charges pursuant to this Section shall preclude the awarded Contractor from billing the County for such non-specified or nonscheduled Services.
- b. Proposers shall provide a cost proposal on an hourly rate basis for the following job titles for contract years 2010, 2011, 2012 and option years 2013 and 2014.

i. John J. Foley Skilled Nursing Facility

Title	2010 Hourly Rate	2011 Hourly Rate	2012 Hourly Rate	2013 Hourly Rate	2014 Hourly Rate
Registered Nurse					
Licensed Practical Nurse					
Certified Nursing Assistant					
Physical Therapist					
Physical Therapist Assistant					
Occupational Therapist					
Occupational Therapist Assistant					
Speech Language Pathologist					
Registered Dietician					
Registered Diet Technician					

ii. **Division of Patient Care Services**

A. **Jail Medical Unit**

Title	2010 Hourly Rate	2011 Hourly Rate	2012 Hourly Rate	2013 Hourly Rate	2014 Hourly Rate
Registered Nurse					
Licensed Practical Nurse					

B. **Health Center and Other PC Programs**

Title	2010 Hourly Rate	2011 Hourly Rate	2012 Hourly Rate	2013 Hourly Rate	2014 Hourly Rate
Registered Nurse					
Medical Assistant					

iii. **Division of Community Mental Hygiene Services**

Title	2010 Hourly Rate	2011 Hourly Rate	2012 Hourly Rate	2013 Hourly Rate	2014 Hourly Rate
Registered Nurse					
Licensed Practical Nurse					

5. **Additional Information**

Proposers should provide any additional information it deems necessary to explain or clarify its Cost Proposal.

6. **Alternative Proposals**

Proposers may submit alternative Cost Proposals, if they believe there is a more viable approach to costing the performance of these Services.

7. **Best and Final Offer**

The County reserves the right to request a best and final offer.

End of Text for Section V

Section VI
Type of Service Services Agreement

This Agreement (Agreement) is between the **County of Suffolk (County)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Health Services (Department)**, located at 225 Rabro Drive East, Hauppauge, NY 11788-4290, and (Insert Name), **(Contractor)** a @ corporation or individual having a principal office or residing at (Insert Address).

The parties hereto desire to make available to the County Services of the Contractor **(Services)** for the Department's Division of (Insert Name), as further described in Exhibit D of this Agreement.

Term of Agreement: xx/xx/xx through xx/xx/xx, with two (2) one-year options to renew, at the discretion of the County.

Total Cost of Agreement: Shall be as set forth in Exhibit E of this Agreement.

Terms and Conditions: Shall be as set forth in Exhibits A through F, attached and incorporated herein.

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

Contractor

County of Suffolk

SAMPLE – DO NOT COMPLETE

Federal ID. No. or Social Security No.

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Legality;
Christine Malafi, Suffolk County Attorney

Approved: Department of Health Services

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Cynthia Kay Parry
Assistant County Attorney

Date: _____

Recommended: Division

By: _____

Name: _____

Title: _____

Date: _____

List of Exhibits

Exhibit A

General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Qualifications and Licenses
4. Insurance
5. Indemnification
6. Health Status Documentation
7. Confidentiality
8. Assignment and Subcontracting
9. Conflicts of Interest
10. Environmental Tobacco Smoke Certification
11. No Intended Third Party Beneficiaries
12. Independent Contractor
13. Non-discrimination in Services
14. Certification as to Relationships
15. Non-discrimination Related to Persons with AIDS or HIV-Related Medical Conditions
16. Nonsectarian Declaration
17. Publications and Publicity
18. Patents and Copyrights
19. Cooperation on Claims
20. No Implied Waiver
21. Set-off Rights
22. Severability
23. Governing Law
24. Merger; No Oral Changes

Exhibit B

Suffolk County Legislative Requirements

Exhibit C

Notices and Contact Persons

Exhibit D

Description of Services

Exhibit E

Payment and Compensation

Exhibit F

**Protected Health Information (PHI)/HIPAA Compliance Exhibit
As Last Revised by the Suffolk County Department of Law on 4/12/05**

Exhibit A
General Terms and Conditions

Whereas,

Whereas,

Now, Therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

1. Contractor Responsibilities

- a. The Contractor shall provide Services, as more particularly described in Exhibit D, entitled "Description of Services."
- b. The Contractor shall comply with all Department policies and procedures.

2. Term and Termination

a. Term

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

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the County.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the County.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.
- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the County provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the County's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the County's option) the Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination by the County. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the (5) day period (or longer, at the County's option), the County may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

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

d. Termination for Convenience

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

e. Payments upon Termination

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

f. Renewal Option

This Agreement may be renewed, at the option of the County, for two (2) additional one (1) year terms. The County may exercise its first option by written notice to the Contractor from the Department not later than @ if it so desires to extend the Agreement for the time period of @ through @; and not later than @ if it so desires to extend the Agreement for the time period of @ through @. An amendment shall be executed for each of the option years.

3. Qualifications and Licenses

i. Qualifications

To the extent applicable, the Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), certificates(s), certifications(s), registration(s), license(s), permit(s) or other approval(s) required by the State, County or local authorities for the services provided in accordance with this Agreement.

ii. Notifications

The Contractor shall immediately notify the Department in writing of any disciplinary proceedings against the holder of any License by the New York State Department of Education or the New York State Department of Health or other issuer of a License. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the Department. It is understood that the Contractor shall not be reimbursed for any Services rendered after the effective date of termination of such License. The remainder of this Agreement, or its application to persons or circumstances other than those as to which said License has been terminated, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

iii. Documentation of Professional Standards

The Contractor shall make sufficient investigations to ascertain, and maintain on file in one location in Suffolk County appropriate records that demonstrate, that all professionals and paraprofessionals employed by the Contractor meet the standards specified by the New York State Department of Health and the New York State Department of Education. The Contractor shall obtain copies of current licenses for all individual professionals providing Services that

require licenses. Such documentation shall be kept, maintained, and available for audit and inspection by the County.

4. Insurance

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all if its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:
 - i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence.
 - iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the Exhibit entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

5. Indemnification

a. General

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

b. Federal Copyright Act

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

6. Health Status Documentation

The Contractor and all personnel, as a condition of employment or affiliation, prior to providing services shall be required to be in compliance with the following as required by Title 10 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 751.6.

a. Documentation of immunity to rubella as follows;

- i. Documentation of serologic evidence of rubella antibodies; or
- ii. One dose of live virus rubella vaccine with the first dose administered on or after the age of 12 months.

b. Documentation of immunity to measles for all personnel born on or after January 1, 1957 as described below;

- i. Diagnosis by a physician, physician's assistant/specialist's assistant, or nurse practitioner as having had measles;
- ii. Documentation of serologic evidence of measles antibodies;
- iii. Two doses of live virus measles vaccine with the first dose administered on or after the age of 12 months and the second dose administered more than 30 days after the first dose but after 15 months of age.

c. If any licensed physician or health care practitioner practicing under the supervision of a licensed physician certifies that immunization with measles or rubella vaccine may be detrimental to the employee's health, the requirements of this section relating to immunization shall be inapplicable until such immunization is found no longer to be detrimental to such employee's health. The nature and duration of the medical exemption must be stated in the employee's employment medical record and must be in accordance with generally accepted standards; and

d. PPD (Mantoux) skin test for tuberculosis prior to employment or affiliation and thereafter not less than every year in the case of negative findings. Positive findings shall require appropriate clinical follow-up but no repeat skin tests.

- e. Documentation of a physical examination, of sufficient scope to ensure freedom from health impairment which is of potential risk to patients, or which may interfere with the performance of duties.
- f. An annual, or more frequent if necessary, health status reassessment.

7. Confidentiality

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

8. Assignment and Subcontracting

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

9. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. 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 so long as the Contractor is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

10. Environmental Tobacco Smoke Certification

By signing this Agreement, the Contractor certifies, pursuant to Public Law 103-227, also known as the Pro-Children Act of 1994 (the "Act"; 20 U.S.C. Section 6081 et seq.), that it will comply with the requirements of the Act and New York State Public Health law Section 1399-o, governing smoking in public places and facilities.

11. No Intended Third Party Beneficiaries

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

12. Independent Contractor

It is expressly agreed that the Contractor status hereunder is that of an independent contractor. Neither the Contractor nor any person hired by the Contractor shall be considered employees of the County for any purpose.

13. Non-discrimination in Services

During the performance of this Agreement:

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

- i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
- i. the types of service(s) or other benefits to be provided, or
 - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii. the class of individuals to be afforded an opportunity to receive services.

14. Certification as to Relationships

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

15. Non-discrimination Related to Persons with AIDS or HIV-Related Medical Conditions

The Contractor shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. If the Contractor is found to have discriminated or to have breached the confidentiality of AIDS-related medical records, he/she/it will be required to implement remedial plans, including staff education, to prevent future incidents. The County will terminate this Agreement in cases of repeated violations or refusals to comply.

16. Nonsectarian Declaration

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

17. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:
"This publication is fully or partially funded by the Suffolk County Executive's Office."
- b. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

18. Patents and Copyrights

a. Patents

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

b. Copyrights

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

19. Cooperation on Claims

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

20. No Implied Waiver

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

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

22. Severability

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

23. Governing Law

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

24. Merger; No Oral Changes

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

Exhibit B
Suffolk County Legislative Requirements

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

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the 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 Agreement.

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

2. Living Wage Law

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

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

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"
Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

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

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), 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 this agreement.

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

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

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

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

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

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Work Experience Participation

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement shall be a work site for public-assistance clients of Suffolk County pursuant to Local Law No. 15-1993 at all times during the term of this Agreement. 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 this Agreement, the Contractor, if it is a nonprofit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of this Agreement 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 this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

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

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

For the Department:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290
Att. (Name), Division of (Name)

and

For the Contractor:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

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

2. Notices Relating to Insurance

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

For the Department:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290
Att. Contracts Unit

and

For the Contractor:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email**

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

3. Notices Relating to Termination or Litigation

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

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

For the County:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Nationally Recognized Courier Service or Personally and by First Class Mail**

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290
Att. Commissioner, Department of Health Services

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788-0099

and

For Contractor:

**By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Nationally Recognized Courier Service or Personally and by First Class Mail**

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

4. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
5. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

Exhibit D

Description of Services

1. Reports/Progress Meetings

The Contractor will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the Department. Depending upon the nature of the services provided under this Agreement, the parties may meet from time to time; the meeting time, place and attendees shall be as mutually agreed upon by the parties. All written reports will also be made available to the County in electronic format.

2. Technical Services Requirements

Insert, as applicable and as may be negotiated, an integrated document reflective of the Services described in the RFP, inclusive of addendums and as appropriate the Contractor's proposal to be listed in task format.

End of Text for Exhibit D

Exhibit E

Payment and Compensation

1. Claims Process

- a. The Contractor agrees to accept, as full and complete payment for Services provided, an amount computed at the rate as set forth in this Exhibit E.
- b. Within 20 days after the end of each month, the Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County (Suffolk County Standard Voucher). The claim form shall be accompanied by a certified and itemized statement as to the work performed and charged in accordance with this Agreement, to reflect all charges due thereon. Payment by the County shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the program covered by this Agreement.

3. Comptroller's Rules and Regulations for Consultant Agreements

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the term of this Agreement. The County shall provide the Contractor with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant Agreements" during the term of this Agreement.

4. Payment Schedule

The Contractor shall be paid as follows:

End of Text for Exhibit E

Exhibit F

**Protected Health Information (PHI)/HIPAA Compliance Exhibit
As Last Revised by the Suffolk County Department of Law on 4/12/05**

1. The terms used in this Exhibit, but not otherwise defined in this Agreement, including all Exhibits, shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164.
2. To the extent and so long as required by the provisions of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under at 45 C.F.R. 160 et seq. and 45 C.F.R. 164 et seq. (herein, the Privacy Standards, or the Security Standards), the Contractor agrees to maintain the confidentiality and security and otherwise appropriately safeguard Protected Health Information (herein sometimes referred to as "PHI") which is made available to or otherwise obtained by the Contractor pursuant to its performance of its obligations under this Agreement.
3. The Contractor shall, upon request by the Department or the client about whom the information is maintained, make PHI available for inspection, copying and/or amendment in conformance with the Privacy Standards. In the case of a request by the Department, the Contractor shall make the requested PHI available at such time and in such a manner, as will permit the County to comply with the Privacy regulations or meet such other needs as may be applicable.
4. If the Contractor discloses PHI to a third party pursuant to this Agreement or as required by law, the Contractor shall first obtain:
 - a. reasonable assurances that such third party will hold such information confidential as provided in this Agreement; and
 - b. an agreement that such third party will immediately notify the Contractor of any breaches of confidentiality of the information.

The Contractor shall enter into an agreement with any such third party pursuant to which the third party agrees to be bound by the terms of this Agreement applicable to the Contractor and pertaining to protection of health information.
5. The Contractor acknowledges that federal regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 relating to health care electronic transactions and the security of health care information systems or revisions to the Privacy Standards may become effective during the term of this Agreement. If any such regulations become effective during the term of this Agreement which are applicable to the contractual relationship between the Contractor and the Department, the Contractor agrees that it will comply in all respects with such regulations and that appropriate contract provisions prescribed by the Department of Health and Human Services or other agency having jurisdiction over such matters shall be incorporated into this Agreement without further action of the parties.
6. In the event revisions to the Privacy Standards are adopted by the Department of Health and Human Services that completely exempt the Department from imposing the Privacy Standards applicable to Business Associates upon the Contractor, this Exhibit will be void and of no further effect.
7. Except as otherwise limited in this Agreement, and provided that such use or disclosure of PHI would not violate the Privacy Standards if done by the Department, the Contractor may, in the performance of its obligations under this Agreement:
 - a. Use or disclose PHI created or received pursuant to this Agreement as necessary to provide Services pursuant to this Agreement; or
 - b. Use PHI created or received pursuant to this Agreement for the proper management and administration of the Contractor's operations (including billing functions) or to carry out the legal responsibilities of the Contractor; or
 - c. Disclose PHI created or received pursuant to this Agreement for the proper management and administration of the Contractor's operations (including billing functions), provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached; or

- d. Use PHI created or received pursuant to this Agreement to provide data aggregation services relating to the Services provided pursuant to this Agreement; or
 - e. Use or disclose PHI created or received pursuant to this Agreement as may be required by law.
8. The Contractor will:
- a. Not use or further disclose the PHI, except as required by law or as permitted by this Agreement;
 - b. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of the Department. Such safeguards shall be in compliance with the HIPAA Security Rule;
 - c. Report to the Department any use or disclosure of the PHI not provided for in this Agreement, of which it becomes aware;
 - d. Report to the Department, any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interferences with system operations in an information system, of which it becomes aware;
 - e. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of this Agreement;
 - f. Ensure that any agents, including any subcontractor, to whom it provides PHI created or received pursuant to this Agreement or on behalf of the Department agrees to abide by the conditions provided for in this Agreement, and ensure that any agreement between the contractor and such agent or subcontractor provides for termination of the agreement in the event of a material breach of such conditions;
 - g. Make PHI available to individuals in accordance with the Privacy Standards (45 C.F.R. 164.524);
 - h. Make PHI available to individuals for amendment and incorporation of any amendments to PHI in accordance with the Privacy Standards (45 C.F.R. 164.526);
 - i. Make available to the Department information required to provide an accounting of disclosures, or provide an accounting of disclosures to an individual in accordance with the Privacy Standards (45 C.F.R. 164.528);
 - j. Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received on behalf of the Department, available to the Department or at the request of the Department, to the Secretary of the United States Department of Health and Human Services, at a time and in a manner designated by the covered entity or the Secretary, for the purpose of determining the Department's compliance with 45 C.F.R. Part 164, Subpart E; and
 - k. In the event of non-renewal or termination of this Agreement, the Contractor will, if feasible, return or, if permissible under applicable law, rules and regulations destroy all PHI received from the Department, or created or received by the Contractor on behalf of the Department, which is still maintained by the Contractor in any form, and retain no copies of such information unless required to do so by law. In the event such return or destruction is not feasible, the Contractor shall extend the protections of this Agreement to the PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.
9. If the Contractor conducts, on behalf of the Department, any transactions covered by 45 C.F.R. 162, "Administrative Requirements", the Contractor shall conduct such transaction as a "standard transaction" and shall comply with, and shall require any agent or subcontractor to comply with, all applicable requirements contained therein, as required pursuant to 45 C.F.R. 162.923.
10. Notwithstanding any conflicting provision in this Agreement, the Department reserves the right to terminate this Agreement immediately upon notice to the Contractor if it determines that the Contractor has violated any material term of this Agreement pertaining to the safeguarding of PHI pursuant to the Privacy Standards.

Suffolk County

Request For Proposals (RFP) & Request for Qualifications (RFQ)

Legal Appendices / Required Forms Packet

[revised as of 06/02/07]

Photocopy the blank Suffolk County forms as required

I Proposal/Bid Certification Form (SCPD-7) - Required for RFPs only
(one form, requires signature)

Note: The Proposal/Bid Certification Form references the following two laws, which is included with this RFP.

- Suffolk County Local Law No. 32-1980, Chapter 386 of the Suffolk County Code, entitled "Political Parties, Gifts to Officials Of" (2 pages)
- Suffolk County Local Law 25-1990, Article II, Sections 143-4 through 143-7, both inclusive, of the Suffolk County Code, entitled "Disqualification of Nonresponsible Bidders" (3 pages)

II Contractor's/Vendor's Public Disclosure Statement Form (SCEX 22) - REQUIRED for RFPs and RFQs
(one form of three pages, requires signature & notarization)

Note: The Contractor's/Vendor's Public Disclosure Statement references the following law, which is included with this RFP or RFQ.

- Suffolk County Administrative Code Section A5-7 (3 pages)

III Local Preference Law – REQUIRED For RFPs only
(no form)

- Suffolk County Local Law No. 4-1993, entitled "To Promote Local Business for County Consulting Work" (2 pages)

IV Lawful Hiring Law Forms (LH1 and LH2) – REQUIRED For RFPs and RFQs
(two forms, require signature and notarization)

- Suffolk County Local Law No. 52-2006, entitled “A Local Law to require companies doing business with the County to certify compliance with Federal Law with respect to lawful hiring of employees.” Rules and Regulations regarding this Law may be accessed online at the Suffolk County Department of Labor’s website at:
<http://www.co.suffolk.ny.us/labor/lh.pdf>
- The Department Of Labor’s “Lawful Hiring of Employees Unit” administers this program. The Unit reviews and grants final approval of the forms vendors submit to certify compliance.
The Unit can be reached at: (631) 853-3808.

V Suffolk County Living Wage Forms (LW) – Required for RFPs and RFQs
(four forms, require signature; Contractor’s unique circumstances determines which forms must be submitted)
– see the instructions for the Living Wage forms in Section V within

- Suffolk County Local Law No. 12-2001, Part IV, Regulatory Local laws, Chapter 347, Living Wage (18 pages)
- The Department of Labor’s “Living Wage Unit” administers this program. The Unit reviews and then grants final approval of the forms submitted by vendors to certify compliance.
The Unit can be reached at: (631) 853-3808.

Note: Also included with this RFP or RFQ is an exhibit, entitled “Suffolk County Living Wage Requirements Exhibit As Last Revised by the Suffolk County Department of Labor on 5/12/04”. This exhibit will become part of the contract executed with the County (2 pages).

VI Child Sexual Abuse Reporting Policy – REQUIRED For RFPs and RFQs
(no form)

- Chapter 577, Article IV, of the Suffolk County Code entitled “Child Sexual Abuse Reporting Policy” (3 pages).

VII Inconsistent Provisions & Indemnification - REQUIRED for RFPs and RFQs
(no form)

I

**Suffolk County
Proposal / Bid Certification form**

Proposal/Bid Certification

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The prices in this Proposal or Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other contractor or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal or Bid have not been disclosed knowingly by the Contractor, and will not be disclosed knowingly by the Contractor, directly or indirectly, to any other contractor or to any competitor, prior to the opening;

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit a Proposal or Bid for the purpose of restricting competition;

Neither the undersigned nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee or stockholder holding in excess of a five percent (5%) interest therein, is an officer or employee of Suffolk County or is paid with County funds, or is required to disclose an interest pursuant to the Suffolk County Code of Ethics;

Neither the undersigned, nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement;

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that there have been no convictions for the crimes described in Local Law No. 25-1990 of Suffolk County of persons referred to in the Local Law or that the required documentation is annexed hereto.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Ref. Suffolk County Local Laws
32-1980 and 25-1990,
Suffolk County Code Article 30.

CHAPTER 386

POLITICAL PARTIES, GIFTS TO OFFICIALS OF

- § 386-1. Definitions.
- § 386-2. Prohibited acts.
- § 386-3. Clause required in all contracts.
- § 386-4. Penalties for offenses.
- § 386-5. Excepted contributions.

[HISTORY: Adopted by the Suffolk County Legislature 12-9-80 as L.L. No. 32-1980. Amendments noted where applicable.]

§386-1. Definitions.

As used in this chapter, the following terms shall have meanings indicated:

AGREEMENT -Any written or oral contract or any implied contract, including but not limited to a contract for the sale of goods or services, a construction contract or a lease or contract relating to real or personal property. The term "agreement" shall also include any transaction whereby a person agrees to sell goods or services, or both, to the county pursuant to a successful bid.

GRATUITY -Any money, benefit, entertainment, gift or any other consideration whatsoever.

OFFICIAL OF A POLITICAL PARTY -A party officer as defined by §1-104, Subdivision 5, of the Election Law.

PERSON -Any individual, partnership, firm, corporation or other legal entity, as well as their employees, agents or representatives.

POLITICAL PARTY -A party as defined by § 1-104, Subdivision 3, of the Election Law.

§ 386-2. Prohibited acts.

- A. It shall be a crime for any person to offer or give any gratuity to an official of any political party with the purpose of intent of securing or obtaining an agreement with the County of Suffolk or securing favorable treatment with respect to the awarding or amending of such agreement or the making of any determination with respect to the performance of an agreement.

- B. It shall be a crime for an official of a political party to solicit, receive or accept a gratuity in connection with securing or obtaining an agreement with the County of Suffolk or securing favorable treatment with respect to the awarding or amending of such agreement or the making of a determination with respect to the performance of such agreement.

§ 386-3. Clause required in all contracts.

In all agreements with the County of Suffolk made after the effective date of this chapter, there shall be written representation by the person entering the agreement with the County that he has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that such person has read and is familiar with the provisions of this chapter.

§ 386-4. Penalties for offenses.

- A. Criminal. A violation of §386-2 of this chapter shall be a Class A misdemeanor and shall be punishable by a sentence of not more than one (1) year in prison or a fine of not more than one thousand dollars (\$1,000) or by both such fine and imprisonment.
- B. Civil remedies. A violation of § 386-2 or 386-3 of this chapter shall give the county the option, among other civil remedies, of either terminating the agreement or deducting the value of the gratuity from any amount due or to become due from the county thereunder.

§386-5. Excepted contributions.

This chapter shall not apply to contributions to political parties, committees or candidates as defined by § 14-100, Subdivision 9, of the Election Law. Such contributions shall be excluded from and shall not be in violation of this chapter.

Suffolk County Local Law 25-1990, Article II, Sections 143-4 through 143-7.

**ARTICLE II
Disqualification of Nonresponsible Bidders
[Adopted 6-26-1990 as LL No. 25-1990]**

§ 143-4. Legislative intent.

This Legislature finds that state law requires that most county contracts be awarded to the lowest responsible bidder. This Legislature also finds that the awards of municipal contracts have, on occasion, been made to individuals or entities having a record of a criminal conviction or otherwise not possessed of sufficient moral worth, skill and judgment, in addition to financial resources, as would guarantee good faith performance of the contract awarded. This Legislature also finds that it would be in the best interests of the county to exclude such individuals or entities from participation in the bidding process for a specified period of time. Therefore, it is the intent of the Legislature, in order to ensure that a successful bidder is also responsible, to require all bidders on county projects and contracts to disclose prior records of criminal convictions to require disqualification of any bidder, for a specified period of time, who has been determined to be nonresponsible as defined below.

§ 143-5. Definitions.

For the purpose of this Article, the following terms shall have the meanings indicated:

AWARDING AGENCY - The agency authorized by law to award the bid.

DISQUALIFY - To bar and exclude an entity from participation in public or private bidding upon all county projects and/or contracts or subcontracts for a period of five (5) years following a determination by the county that the entity possesses a record of criminal convictions within three (3) years prior to the date of submission of the bid.

ENTITY - Any individual, firm, association, partnership, institution, joint venture, joint-stock association or corporation, including an officer of a corporation, a shareholder owning over five percent (5%) of the outstanding shares of a corporation or a relative within the third degree of consanguinity of an officer or a shareholder owning over five percent (5%) of the outstanding shares of a corporation, participating in the municipal bidding process in the County of Suffolk.

NONRESPONSIBLE BIDDER:

A. An entity other than an individual which submits a written bid to perform a county project or contract and possesses a record of criminal conviction(s) within three (3) years prior to the date of submission of the bid for actions involving the following offense(s):

- (1) Extortion;
- (2) Coercion;
- (3) Bribery;
- (4) Theft;
- (5) Fraud;
- (6) Violence, specifically relating to business, labor or commerce;
- (7) Sabotage;
- (8) Collusive bidding/bid-rigging;
- (9) Combination in restraint of trade;
- (10) Conspiracy; and/or
- (11) Attempt(s) of any of the above offenses.

B. If the entity is an individual, a "nonresponsible bidder" shall mean an individual who submits a bid to perform a county project or contract and who possesses a record of felony criminal conviction(s) within three (3) years prior to the date of submission of the bid for actions involving the above offenses.

§ 143-6. Requirements.

- A. Any entity bidding on a county project or contract must disclose in writing to the awarding agency at the time of submission of the bid all criminal convictions rendered within the three-year period prior to the bid.
- B. Upon the determination of the awarding agency that a bidder is nonresponsible as defined, that entity shall be barred from submitting a bid on the county contract or project and disqualified from further bidding on

county contracts or projects for a period of five (5) years following the determination of the awarding agency.

§ 143-7. Prohibited acts.

- A. An entity determined to be nonresponsible as defined by this Article shall be disqualified from bidding on a county contract or project as defined.
- B. No contract or project shall be awarded to an entity determined to be nonresponsible as defined by this Article.
- C. A county contract or project may be canceled by the awarding agency when it determines that the bidding entity has failed to disclose a prior record of criminal convictions.
- D. Any entity disqualified under this Article may seek a review of the determination of the awarding agency by means of an Article 78 proceeding.

II

**Suffolk County
Contractor / Vendor Public
Disclosure form**

Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.

1. Contractor's/Vendor's Name _____
Address _____
City and State _____ Zip Code _____
2. Contracting Department's Name _____
Address _____
3. Payee Identification or Social Security No. _____
4. Type of Business __Corporation__ Partnership __Sole Proprietorship__ Other _____
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? __Yes__ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? __Yes__ No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? __Yes__ No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:
- _____ a) Hospital
 - _____ b) Educational or governmental entities
 - _____ c) Not-for-profit corporations
 - _____ d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

13. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____

Signed: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the ____ day of _____ in the year 2004 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF)
)ss.:
COUNTY OF)

On the _____ day of _____ in the year 2004 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in _____

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

(signature and office of individual taking acknowledgement)

SUFFOLK COUNTY ADMINISTRATIVE CODE SECTION A5-7

§ A5-7. Contractors and vendors required to submit full disclosure statement. [Derived from L.L. No. 14-1976, as amended 2-27-1979 by L.L. No. 6-1979]

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CONTRACT - Any written agreement between Suffolk County and a contractor or vendor to do or perform any kind of labor, service, purchase, construction or public work, unless the contract is for a federally or state-aided, in whole or in part, program required to be bid pursuant to § 103 of the New York General Municipal Law. [Amended 6-29-1993 by L.L. No. 28-1993¹]

NOTE: L.L. No. 28-1993 also provided as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Suffolk County's comprehensive Contractor/Vendor Public Disclosure Statement Law currently applies to a broad array of contracts that exceed one thousand dollars (\$1,000.) in value, subject to exemptions for contractors doing business with the County Department of Social Services; hospitals; educational, medical, and governmental entities; and not-for-profit corporations.

This Legislature further finds and determines that these exemptions prevent full disclosure of important information that may be useful to elected county officials in determining whether or not specific types of contracts are in the public interest, especially in light of recent trends towards privatization and use of outside consultants on an increased basis by municipalities.

Therefore, the purpose of this law is to eliminate many of the exemptions from completing and filing verified public disclosure statements with the County Comptroller available to certain contractors providing social services or health services contracts.

CONTRACTOR or VENDOR [Amended 12-18-1990 by L.L. No. 41-1990²; 6-29-1993 by L.L. No. 28-1993³] -

Any proprietorship, partnership or closely held corporation which has a contract with Suffolk County in excess of one thousand dollars (\$1,000.) or which has three (3) or more contracts with Suffolk County, any three (3) of which, when combined, exceed one thousand dollars (\$1,000.), except:

(1) Hospitals.

(2) Educational or governmental entities.

¹ Editor's Note: This local law was adopted by the legislature after disapproval by the Executive on 5-26-1993.

² Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 12-13-1990. See the note at § A4-12.

³ Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 5-26-1993. See note above.

(3) Not-for-profit corporations.

(4) Contracts providing for foster care, family day-care providers or child protective consulting services.

FULL DISCLOSURE CLAUSE - A proviso to be included as a material part of a contract imposing upon the contractor or vendor a material, contractual and statutory duty to file a verified public disclosure statement.

VERIFIED PUBLIC DISCLOSURE STATEMENT - A declaration, the contents of which are acknowledged before a notary public, containing information required under this section.

- B. A full disclosure clause is to be included in all future contracts between Suffolk County and a contractor or vendor. Such full disclosure clause shall constitute a material part of the contract.
- C. Notice of the full disclosure clause shall be included and made a part of the specifications, if any, which are submitted to interested potential bidders.
- D. Each contractor or vendor shall file a verified public disclosure statement with the Comptroller of Suffolk County as soon as practicable prior to being awarded the contract. An updated disclosure statement shall be filed by the contractor or vendor with the Comptroller by the 31st day of January in each year of the contract's duration. It shall be the duty of the Comptroller to accept and file such statements.
- E. No contract shall be awarded to any contractor or vendor, as defined in this section, unless prior to such award a verified public disclosure statement is filed with the Comptroller as provided in this section. Any verified public disclosure statement containing fraudulent information shall constitute, for all purposes, a failure to file such statement in the first instance.
- F. The verified public disclosure statement required by this section shall include:
 - (1) A complete list of the names and addresses of those individual shareholders holding more than five-percent interest in the firm.
 - (2) The table of organization for the company shall include the names and addresses of all individuals serving on the board of directors or comparable body, the names and addresses of all partners and the names and addresses of all corporate officers. The contractor or vendor shall conspicuously identify any such person in this table of organization who is an officer or an employee of Suffolk County.

- (3) A complete financial statement listing all assets and liabilities as well as a profit-and-loss statement, certified by a certified public accountant. Such statement shall be the most current available and in no event shall have been prepared more than six (6) months prior to the date of the filing of the bid. No financial statement or profit-and-loss statement shall be required from any contractor or vendor having fifty percent (50%) or more of their gross revenues from sources other than the County of Suffolk.
- G. A separate folio for each company shall be maintained alphabetically for public inspection by the Comptroller.
- H. Remedies. The failure to file a verified public disclosure statement as required under this section shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article 2 of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
- I. Under no circumstances shall the county be precluded from invoking any remedy contained in the preceding section by reason of its failure to invoke promptly its remedies.

III

Suffolk County Local Preference Law

§ A4-13. Preferences for businesses located within Suffolk and Nassau Counties. [Added 2-23-1993 by L.L. No. 4-1993]

NOTE: Local Law No. 4-1993 also provided as follows:

Section 1. Legislative intent.

This Legislature hereby finds and determines that millions of dollars worth of contracts for consulting services are expended by Suffolk County each year for specialized personal or professional services necessary to perform essential functions of Suffolk County government.

This Legislature further finds that the current economic downturn being experienced by Long Island is adversely affecting local business through a reduction in business activity and a concomitant loss of jobs.

This Legislature further finds and determines that many of these contracts are awarded to individuals or entities that are located outside both Suffolk County and Nassau County.

This Legislature also finds and determines that the award of such contracts to individuals or entities outside of both counties at a time when Suffolk County is experiencing an economic downturn and less economic activity than even neighboring Nassau County has achieved tends to exacerbate the economic difficulties currently experienced in Suffolk County.

This Legislature also determines that the award of such contracts to individuals or entities located within Suffolk County and Nassau County would help promote local economic activity and thereby generate additional sales tax revenues which would alleviate fiscal and budgetary constraints currently being experienced by Suffolk County.

Therefore, the purpose of this law is to limit the award of such contracts to individuals or entities located and doing business within Suffolk County and Nassau County when practical and with the best interests of the county and to promote the use of local businesses as county consultants so as to encourage increased economic activity on Long Island by putting county tax dollars to work at home.

Section 2. Definitions.

As used in this section the following definitions shall have the meanings indicated:

CONSULTANT - Any individual, association, proprietorship, partnership, corporation or joint venture to be contracted by Suffolk County to provide expertise, advice, professional services or any other personal services including but not limited to design work, planning work and medical, legal, engineering, computer, accounting or educational services.

CONSULTING SERVICES - The expertise, advise, professional services or any other personal services provided by any individual, association, proprietorship, partnership, corporation or joint venture by contract with Suffolk County; including but not limited to design work, planning work and medical, legal, engineering, computer, accounting or educational services.

CONTRACT - Any claim, account or demand against or agreement, other than a collective bargaining agreement, upon sufficient consideration, with Suffolk County or any divisions, departments, agencies or entity thereof, express or implied, for the rendering or performance of personal or professional services, and shall include extensions, modifications, renewals or amendments.

LOCATED WITHIN SUFFOLK COUNTY OR NASSAU COUNTY- Having a principal place of business physically located within the geographical boundaries of Suffolk County or Nassau County. In the case of an individual, partnership, association or proprietorship, it shall mean having an office from which at least a majority of the employees are assigned and at which at least a majority of the employees work. In the case of a corporation, it shall mean having its principal place of business from which the President or Chief Executive Officer operates on a regular and consistent

basis and the address, so designated on its certificate of incorporation, located within Suffolk County or Nassau County. In the case of a joint venture, the principal place of business shall be construed as requiring both entities, in the case of a two party venture, to meeting the pertinent test for a principal place of business set forth above and at least a majority of the entities, in the case of a multiple party venture to meet the pertinent test for a principal place of business set forth above.

PRINCIPAL PLACE OF BUSINESS - The office to which the preponderance of correspondence and communications is directed and at which at least a majority of the entity's work force is assigned on a regular basis.

Section 4. Applicability.

This law shall apply to contracts awarded on or after the effective date of this law.

- A. All contracts for consulting services shall be awarded by the appropriate officer, board or agency of the County of Suffolk to a consultant that is located and doing business within Suffolk County or Nassau County, anything in Article 5-A of the New York General Municipal Law to the contrary notwithstanding; except that where there is no local consultant who has the necessary professional expertise or credentials to provide the needed service, the contract shall be awarded in accordance with Article 5-A of the New York General Municipal Law.
- B. In the event that the County Executive certifies, in writing, to the County Legislature that a sudden disaster, such as a hurricane, tornado, flood, blizzard, explosion, airplane crash, earthquake, nuclear war, radiological emergency, war, civil unrest or disobedience, act of God or comparable act has occurred or in the event that a written declaration of such a disaster is adopted in the form of a resolution by an affirmative vote of at least 2/3 of the entire membership of the County Legislature, then the requirement in Subsection A of this section may be waived by the County Executive.
- C. Any contract entered into in violation of Subsection A or B of this section shall be null and void ab initio, and the County Comptroller shall be prohibited from making any payment on any such contract.

IV

Suffolk County Lawful Hiring Law forms

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES
Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: _____

1) ADDRESS: _____

2) NOT-FOR-PROFIT: YES ____ NO ____ (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)

3) VENDOR #: _____ **4) **CONTRACT ID:** _____
(If known) (If known)

5) CONTACT: _____ **6) TELEPHONE #:** _____

7) TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): _____

8) AMOUNT OF CONTRACT OR EXTENSION: _____

9) BRIEF DESCRIPTION OF PROJECT OR SERVICE _____

SUBCONTRACTOR: _____

1) ADDRESS: _____

2) VENDOR#: _____ **3) TELEPHONE #:** _____

4) CONTACT: _____

5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

EVIDENCE OF COMPLIANCE:

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

V

**Suffolk County
Living Wage
forms**

Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04

Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk" (the "Living Wage Law"), all RFPs, County contracts and financial assistance agreements subject to the law shall contain the following two paragraphs or substantially equivalent language:

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk.

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

Suffolk County Local Law No. 18-2002, "A Local Law to Implement Living Wage Policy for the County of Suffolk" provided for certain amendments to the Living Wage Law.

Forms for Completion and/or Signature (as applicable)

- **Suffolk County Department of Labor – Living Wage Unit**
Notice of Application for County Assistance (Contract)
Form LW-1 (consists of 1 page)
- **Suffolk County Department of Labor - Living Wage Unit**
Certification/Declaration – Subject to Audit
Form LW-38 (consists of 1 page) (Replaces LW2, LW3 and LW33)
- **Suffolk County Department of Labor – Living Wage Unit**
Request for General Living Wage Exemption
Form LW-4 (consists of 1 page)
- **Suffolk County Department of Labor – Living Wage Unit**
Request for Specific Living Wage Exemption
Form LW-5 (consists of 2 pages)

Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04

Note: Pursuant to Section 7 of Local Law No.18– 2002, “A Local Law to Implement Living Wage Policy for County of Suffolk”, all covered employers subject to the provisions of the Living Wage Law shall submit a completed and sworn (under penalty of perjury) Certification/Declaration – Subject to Audit Form LW-38, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The complete Certification/Declaration – Subject to Audit Form LW-38 shall be made a part of any executed contract or project agreement and made available to the public upon request.

- To certify Living Wage compliance: Return Forms LW-1 and LW-38.
or
 - To certify non-applicability of Living Wage law: Return Form LW-38.
or
 - To request and document a general living wage exemption: Return Forms LW-1, LW-38 and LW-4.
or
 - To request and document a specific living wage exemption: Return Forms LW-1, LW-38 and LW-5.
-

- In the event that there is a change in circumstances, it is the Contractor's responsibility to submit to the County additional Living Wage forms which either replace or supplement prior submissions of Living Wage forms.
- Living Wage Law Information Fact Sheet, text of the Local Law, Frequently Asked Questions, Forms, and Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us

Click: Department Directory
Labor
Living Wage Law Info

- Suffolk County Department of Labor Living Wage Unit Tel. (631) 853-3808

End of Text for Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/ Employer/Contractor

- 1) NAME: _____
- 2) VENDOR #: _____
(If known)
- 3) CONTRACT ID #: _____
(If known)
- 4) CONTACT : _____
- 5) TELEPHONE #: _____
- 6) ADDRESS: _____

- 7) TERM OF CONTRACT (DATES): _____
- 8) PROJECT NAME: (IF DIFFERENT FROM #1) _____
- 9) AMOUNT: — Leave Blank - Amt in sealed cost proposal
- 10) AWARDING AGENCY: _____
- 11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:

- 12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).
- 13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of ‘compensation’ (*Living Wage Law Chapter 347 – 2*) applies to the contractor’s/recipient’s business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

“Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk,” or

“Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not ‘compensation’ for the purposes of this definition.”

Section I The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$10.40 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$11.84 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (**Chapter 347-3 B**)

☐

Check if
applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (**Chapter 347-7 D**)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (**Chapter 347-4 C**)

Section II The *Living Wage Law* does not apply to this contract for the following reason(s): _____

☐

Check if
applicable

Section III

Contractor Name: _____ Federal Employer ID#: _____

Contractor Address: _____ Amount of compensation: _____

Vendor #: _____

Contractor Phone #: _____

Description of project or service: _____

Section IV

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

Date

Print Name and Title of Authorized Representative

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

REQUEST FOR GENERAL LIVING WAGE EXEMPTION

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/Employer/Contractor

BASIS FOR A GENERAL EXEMPTION

EXEMPTIONS MAY BE GRANTED BY THE SUFFOLK COUNTY DEPARTMENT OF LABOR WHERE APPLICATION OF THE LIVING WAGE LAW TO A PARTICULAR FORM OF COMPENSATION IS FOUND BY THE COUNTY TO VIOLATE SPECIFIC STATE OR FEDERAL STATUTORY, REGULATORY OR CONSTITUTIONAL PROVISION OR PROVISIONS.

NAME: _____ DATE: _____
REPRESENTATIVE: _____
ADDRESS: _____ TELEPHONE #: _____
AWARDING AGENCY: _____ CONTACT: _____
TYPE OF CONTRACT: _____
AMOUNT OF AWARD: _____ TERM OF CONTRACT: _____
1) TOTAL ESTIMATED ANNUAL BUDGET:
(a) WITH EXEMPTION: _____ (b) WITHOUT EXEMPTION: _____
2) ANNUAL COST OF APPLICATION OF THE LIVING WAGE LAW: [1 (b) - 1 (a)] (c) _____
3) PERCENTAGE INCREASE OF TOTAL ANNUAL BUDGET IF THE APPLICATION FOR EXEMPTION IS DENIED: [2 (c) ÷ 1 (a)] (d) _____
4) NUMBER OF EMPLOYEES AFFECTED BY THE APPLICATION OF THE LIVING WAGE REGULATIONS TO APPLICANT: _____ (e) _____

PARTICULARS OF EXEMPTION

The type of contract to which the *Living Wage Law* applies: _____
(Chapter 347-13 B1)

The specific or official name of the program: _____
(Chapter 347-13 B2)

The statutory or regulatory authority for granting the contract*: _____
(Chapter 347-13 B2)

The conflicting statutory, regulatory or constitutional provision(s) that makes compliance with the Living Wage Law unlawful*: _____
(Chapter 347-13 B3)

* Enclose a copy of each provision and any factual explication & analysis of how compliance with Living Wage Law would violate the cited provision(s) and the legal consequences that would attach if this violation were to occur. LW-4 Revised 4-05

SUFFOLK COUNTY DEPARTMENT OF LABOR – *LIVING WAGE UNIT*

REQUEST FOR *SPECIFIC* LIVING WAGE EXEMPTION

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/Employer/Contractor

NAME: _____ DATE: _____

REPRESENTATIVE: _____

ADDRESS: _____ TELEPHONE #: _____

AWARDING AGENCY: _____ CONTACT: _____

AMOUNT OF AWARD: _____ TERM OF CONTRACT: _____

BASIS FOR SPECIFIC EXEMPTION

1) YOUTH - Must submit proof on separate sheet of the following:

Recipient is an organization that regularly employs individuals under the age of 21 in a summer youth or school-to-work program. Exemption applies only to such employees. (Chapter 347-13 A2) _____

2) SEASONAL EMPLOYMENT - Must submit proof on separate sheet of the following:

Recipient is an organization that employs seasonal employees. May be granted a permanent exemption with respect to these employees with submission of proof that employees are "seasonal" as defined in the Law. (Chapter 347-13 A4) _____

3) WAGE OR BUDGET EXEMPTION ** - Must submit proof of the following:

a) Recipient provides proof that the highest paid employee of the corporation earns a salary which, calculated on an hourly basis, is less than six times the lowest wage or salary paid by the corporation (Chapter 347-13 A3a) OR _____

b) Recipient demonstrates that fulfilling the requirements of the Living Wage Law will present a hardship, directly increasing the expected total annual budget in an amount greater than 10% of the prior year's adopted budget. (Chapter 347-13 A3b) _____

**** NOTE: THE INFORMATION ON REVERSE SIDE MUST BE COMPLETED FOR REQUESTS AS DESCRIBED IN 3 (a) OR 3 (b) ABOVE**

CONTINUED ON REVERSE SIDE

LW-5 (revised 4-05)

REQUEST FOR *SPECIFIC* LIVING WAGE EXEMPTION

REMINDER: THE FOLLOWING INFORMATION MUST BE COMPLETED FOR EXEMPTION REQUESTS AS DESCRIBED IN SECTIONS 3 (a) OR 3 (b) ON REVERSE SIDE.

- 1) TOTAL ESTIMATED ANNUAL BUDGET:
WITH EXEMPTION (a) _____
WITHOUT EXEMPTION (b) _____
- 2) ANNUAL COST OF APPLICATION OF LIVING WAGE LAW TO EMPLOYER: [subtract 1 (a) from 1 (b)]
(c) _____
- 3) PERCENTAGE INCREASE OF TOTAL ANNUAL BUDGET IF EXEMPTION IS DENIED: [$2 (c) \div 1 (a)$]
(d) _____
- 4) NUMBER OF EMPLOYEES AFFECTED BY THE LIVING WAGE LAW:
(e) _____

LAWS OF SUFFOLK COUNTY, NEW YORK, v64 Updated 3-25-2004
PART IV REGULATORY LOCAL LAWS (Chapters 201 -- 500)
Chapter 347, LIVING WAGE

Chapter 347, LIVING WAGE

[HISTORY: Adopted by the Suffolk County Legislature 7-27-2001 by L.L. No. 12-2001. ^{EN}
Amendments noted where applicable.]

§ 347-1. Legislative intent.

- A. This Legislature hereby finds and determines that the County of Suffolk provides grants, loans, tax incentives, contracts and other forms of assistance to businesses that result in the creation or maintenance of a wide variety of employment opportunities.
- B. This Legislature further finds and determines that Suffolk County has a limited amount of taxpayer resources to expend, which must be spent wisely.
- C. This Legislature also finds and determines that, even in the current booming economy, far too many working Suffolk County residents and their families live below or near the poverty line.
- D. This Legislature hereby determines that employees of Suffolk County government currently receive a wage and benefit package that meets the living wage requirements contemplated by this chapter.
- E. This Legislature finds that the use of taxpayer dollars to promote sustenance and the creation of living wage jobs will increase consumer income, decrease levels of poverty, reinvigorate neighborhood businesses and reduce the need for taxpayer-funded social programs.
- F. This Legislature finds that the disclosure provisions contained in Resolution No. 232-2000 for County purchases of textile or apparel goods represents a first step on the road to a County-wide policy of living wages.
- G. Therefore, the purpose of this chapter is to ensure that employees of County contractors and subcontractors and beneficiaries of tax, loan, grant and other subsidy assistance provided by the County earn an hourly wage that is sufficient for a family of four to live at or above the federal poverty level.

§ 347-2. Definitions. [Amended 8-6-2002 by L.L. No. 18-2002; 8-5-2003 by L.L. No. 25-2003]

NOTE: Local Law No. 18-2002 also provided as follows:

Section 1. Legislative intent.

This Legislature hereby finds that Local Law 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk," was adopted by the Suffolk County Legislature on July 27, 2001, via veto override.

This Legislature determines that the Executive Living Wage Task Force made four recommendations to modify the law to ensure a smooth implementation of that statute, as set forth in Exhibit A attached hereto and made a part hereof. ^{EN}



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Chapter 347, LIVING WAGE

§ 347-2. Definitions. [Amended 8-6-2002 by L.L. No. 18-2002; 8-5-2003 by L.L. No. 25-2003]

Therefore, the purpose of this law is to amend Local Law 12-2001 as to the following items, and to incorporate other suggested technical changes regarding collective bargaining agreements and covered employees.

- (1) Reporting requirements;
- (2) Exemptions for not-for-profit corporations;
- (3) Exemptions for worker classification; and
- (4) Bond financing for not-for-profit organizations;

Section 3. Applicability.

This law shall apply to all actions occurring on or after July 1, 2002.

NOTE: Local Law No. 24-2003 also provided as follows:

Section 1. Legislative intent.

This Legislature hereby finds and determines that Chapter 347 of the Suffolk County Code, "The Living Wage Policy for the County of Suffolk," was adopted by the Suffolk County Legislature on July 27, 2001 via veto override, requires further modification to ensure a smooth transition to full implementation.

This Legislature also determines that, since employees of child care providers are currently paid a wage that is below wages that are prevalent in other industries, full implementation of the Suffolk County living wage law for employees of child care providers will have to be accomplished on a phased-in basis because of current economic adverse circumstances and current fiscal difficulties.

Therefore, the purpose of this law is to amend Chapter 347 of the Suffolk County Code to further modify provisions dealing with annual increases in the living wage, access to work sites, transitional financial assistance, out-of-state contractors, implementation of a full living wage for employees of child care providers on a phased-in basis, and granting an additional temporary one-month exemption to child care agencies.

Section 3. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

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Chapter 347, LIVING WAGE

§ 347-2. Definitions. [Amended 8-6-2002 by L.L. No. 18-2002; 8-5-2003 by L.L. No. 25-2003]

As used in this chapter, the following terms shall have the meanings indicated:

ASSISTANCE:

A. Any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than \$50,000 which is realized by or provided to an employer of at least 10 employees by or through the authority or approval of the County of Suffolk, including, but not limited to, industrial development bonds, Community Development Block Grant (CDBG) loans and Enterprise-Zone-related incentives.

B. Any service contract or subcontract let to a contractor with 10 or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involves an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service within one calendar year shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not an "assistance" for the purposes of this definition.

AWARDING AGENCY -- That subordinate or component entity or person of the county that is responsible for solicitation of proposals or bids and responsible for the administration of service contracts or financial assistance agreements.

BENEFICIARY -- Any person or entity that is a recipient of assistance, as defined in this chapter; and:

A. Any tenant or leaseholder of a beneficiary that employs at least 10 persons and occupies property or uses equipment or property that is improved or developed as a result of assistance; and

B. Any contractor or subcontractor of a beneficiary that employs at least 10 persons in producing or providing goods or services to a beneficiary that are used by that beneficiary in the project or matter for which the beneficiary has received assistance.

COUNTY -- The County of Suffolk, any agency, office, position, administration, department, division, bureau, board, commission, corporation, public authority or unit of government, the expenses of which are paid in whole or in part by the County, or over which majority control is exercised by officers of the County or of a County-affiliated agency or their appointees.

COVERED EMPLOYEE -- A person employed on either a full, part-time or temporary basis, by a covered employer, to perform work on or for the project or matter for which the beneficiary has received assistance; provided, however, that persons who are employed in construction work covered pursuant to federal, state or local prevailing wage laws shall be exempt from this chapter.

COVERED EMPLOYER -- A beneficiary of, or an applicant for, assistance that has not been granted an exemption from this chapter, and who has at least one covered employee working within the County of Suffolk or the County of Nassau.

LIVING WAGE -- Shall have the meaning stated in § 347-3 of this chapter.

PERSON -- One or more of the following or their agents, employees, representatives and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and all other entities recognized at law by this county.

SEASONAL EMPLOYEE -- An employee hired temporarily for a period not to exceed 90 consecutive days at any given time within a six-month period.

§ 347-3. Living wage and other benefits. [Amended 8-6-2002 by L.L. No. 18-2002 ^{EN}; 12-18-2002 by L.L. No. 2-2003; 8-5-2003 by L.L. No. 24-2003^{EN, EN}]



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Chapter 347, LIVING WAGE

§ 347-3. Living wage and other benefits. [Amended 8-6-2002 by L.L. No. 18-2002]

NOTE: Local Law No. 2-2003, also provided as follows:

Section 1. Legislative intent.

This Legislature hereby finds and determines that Local Law 12-2001, "A Local Law to Permanently Establish Living Wage Policy for the County of Suffolk," adopted by the County Legislature on July 27, 2001, via an override of the County Executive's veto, will require an additional eight-month transition period based on a request from the Child Care Council.

This Legislature also finds that the day care industry needs an extension of time to comply with the Living Wage Law because several for-profit agencies are not in compliance with the law and may reduce the number of day care slots available in the short run.

This Legislature further finds and determines that some of the not-for-profit agencies are planning on requesting County funds to meet their costs and ultimately fill the void in such slots, if any, that may materialize.

This Legislature determines that the County contracts with these agencies expire on December 31, 2002.

This Legislature further finds that in order to allow sufficient time for the not-for-profits to get to the County funds processed and to develop enough slots to cover the ones the County may lose and to provide for a smooth transition for children in day care so that they can be moved at the start of the new school year, the Child Care Council has requested an extension until September 1, 2003.

Therefore, the purpose of this law is to grant a temporary eight-month exemption to child-care agencies; provide upfront financing for child-care providers to meet increased payroll expenses; and clarify applicability of cafeteria plans to \$1.25 health benefit component of the law.

Section 3. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

As used in this chapter, the following terms shall have the meanings indicated:

- A. **Applicability.** Covered employers shall pay no less than a living wage to their covered employees who actually perform work or render services on or for a project, mailer, contract, or subcontract for which the beneficiary has received assistance, provided that in the case of employees performing nonconstruction work that is covered by state or local prevailing wage laws, covered employers shall pay the greater of a living wage or said prevailing wage for nonconstruction work.
- B. **Amount of wage.** The living wage shall be calculated on an hourly basis and shall be no less than \$9 per hour worked with health benefits, as described in this chapter, or otherwise \$10.25 per hour. For the employees of child-care providers only, the living wage shall be calculated on an hourly basis and shall be no less than \$9 per hour worked, with or without health benefits, of which no less than \$7.75 shall be attributable to nonbenefit employee compensation until January 1, 2005. In the event that health benefits are not provided, then such employees shall receive \$9 per hour worked. Beginning on January 1, 2005, the living wage for employees of child-care providers shall be calculated on an hourly basis and shall be no less than \$9.75 per hour worked, with or without health benefits, of which no less than \$8.50 shall be attributable to nonbenefit employee compensation. In the event that health benefits are not provided, then such employees shall receive \$9.75 per hour worked. The living wage shall be adjusted upwardly only, if applicable, each year, beginning in 2004, no later than April 1 in proportion to the increase, if any, immediately preceding December 31 over the year-earlier level of the area consumer price index as published by the U. S. Department of Commerce, Bureau of Economic Analysis, applied to the living wage. The covered employer shall provide written notification of the rate adjustments to each of its covered employees and to its subcontractors and/or tenants, who shall provide written notices to each of their employees, if any, and make the necessary payroll adjustments by July 1, beginning in 2004, subject to the January 1, 2005, adjustment set forth above.
- C. **Health benefits.** Health benefits required by this chapter shall consist of the payment of at least \$1.25 per hour towards the provision of health care benefits for covered employees and their dependents. Proof of the provision of such benefits must be submitted to the agency not later than 30 days after execution of the contract to qualify for the wage rate in § 347-3 for covered employees with health benefits.

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PART IV REGULATORY LOCAL LAWS (Chapters 201 -- 500)

Chapter 347, LIVING WAGE

§ 347-3. Living wage and other benefits. [Amended 8-6-2002 by L.L. No. 18-2002]

D. Certification of employers paying less than living wage barred. Prior to entering into any agreement with the County of Suffolk for any form of assistance, a covered employer must certify for the County Department of Labor that it will pay each of its covered employees no less than the living wage. A copy of this certification must be made available to the public, upon request, by the beneficiary and by the County Clerk.

E. No reduction in collective bargaining wage rates. Nothing in this chapter shall be construed to require or authorize any beneficiary to reduce wages established by a collective bargaining agreement or required under any prevailing wage law. Nothing in this chapter, however, shall be construed to increase or affect the wages, paid time-off entitlement, or benefits established in a collective bargaining agreement with regard to those employees of a beneficiary or covered employer during any period of time that an employee is not actually performing applicable work as defined in § 347-3A of this chapter.

F. Cuts in nonwage benefits prohibited. No beneficiary shall fund wage increases required by this chapter, or otherwise respond to the provisions of this chapter, by reducing the health, insurance, pension, vacation, or other nonwage benefits of any of its employees.

G. Living wage reporting. The county department of human resources and civil service shall report to the legislature within 60 days after enactment as to which full-time county positions pay less than the living wage standard. The County of Suffolk shall then use this information to comply with the standards of this chapter.

(1) Payroll recordkeeping and reporting. Each covered employee shall maintain payrolls for all covered employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain: the number of hours worked each day, the gross wages, deduction made, actual wages paid, a record of fringe benefit payments, and any other data as may be required by the County Department of Labor from time to time on a New York State Department of Labor Bureau of Public Works Form PW12, as modified by the County Department of Labor to conform to the requirements of this chapter. Upon request by the County Department of Labor, a covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period. Covered employers shall maintain a listing of the name, date of hire, occupation classification, rate of pay, and benefits paid for each of its nonexempt covered employees.

(2) Notice of application for assistance. Any and all contracts or agreements to provide assistance shall be void, and no assistance may be awarded, unless, at least 21 days before assistance is awarded or an agreement to provide assistance is signed, the applicant for assistance files with the office of the County Clerk a publicly available application for assistance, which shall include the following:

(a) The name, address, and phone number of both the prospective beneficiary and, if different, the specific project for which the assistance is sought;

(b) The amount and origin of assistance sought (e.g., state or County assistance program or contracting department);

- (c) A brief description of the project or service for which the assistance is sought;
 - (d) A statement of projected employment needs, by job classification, under the prospective assistance, including calculation of estimated net increase or decrease in jobs as a result of assistance;
 - (e) A statement of the projected wage levels of all covered employees in each of the years for which assistance is sought; and
 - (f) A written commitment to pay all covered employees a living wage, as defined by this chapter.
- (3) County assistance reports. Each awarding agency shall file a County Assistance Report with the County Department of Labor. The report shall include, for each assistance package or contract approved, by or through the authority or administration of the County Department of Labor, during the preceding year:
- (a) The name of the awarding agency, the name of the specific program under which the assistance was awarded, and the origin of funds for assistance;
 - (b) A calculation of the total cost to the County of assistance provided to each beneficiary, including both face-value of assistance, as well as revenue not collected by the County as a result of the assistance;



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PART IV REGULATORY LOCAL LAWS (Chapters 201 -- 500)

Chapter 347, LIVING WAGE

§ 347-3. Living wage and other benefits. [Amended 8-6-2002 by L.L. No. 18-2002]

- (c) A description of the purpose or project for which the assistance is awarded;
- (d) An accounting of the total number of jobs created per each project for which assistance was given; and
- (e) An accounting of the average wage paid on all jobs created by assistance granted by the awarding agency during the quarter.

H. Compensated days off. Employers shall provide at least 12 days off per year for sick leave, vacation, or personal necessity at the employee's request. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off.

I. No covered employer shall adjust the number of hours of work per day, per week, or per month required for a covered employee, who receives a salary instead of an hourly wage, for the purpose of evading or undermining, by punitive measure, the requirements of Subsection B or C of this section. In order to avoid being deemed an evasion or punitive measure under this chapter, any adjustment in the number of hours of work of a salaried covered employee must be by negotiated employment agreement or by a business-wide change in hours of the covered employees by the covered employer, implemented in the ordinary course of business, and shall be accompanied by a corresponding adjustment in the covered employee's salary and/or benefits to ensure compliance with Subsection B or C of this section based on the new hourly work requirements.

§ 347-4. Recordkeeping. [Amended 8-6-2002 by L.L. No. 18-2002 ^{EN}]

A. The County Department of Labor shall promulgate rules and regulations necessary and appropriate for the implementation of this chapter.

B. The County Department of Labor shall submit annual reports to the County Legislature which shall include the following information at minimum:

- (1) A listing and the status of all RFP's and RFQ's, service contracts and lease agreements executed and financial assistance awarded, to which this chapter applies including the term, dollar amount, and the service performed or assistance provided.

C. The County Department of Labor shall review the records of any covered employer at least once every three years to verify compliance with the provisions of this chapter.

§ 347-5. Noncompliance review and appeal.

A. Covered employers who fail to submit documents, declaration or information required to demonstrate compliance with this chapter shall be deemed nonresponsive and subject to disqualification and other sanctions set forth herein.

B. The County Department of Labor shall develop an administrative procedure and appeal process for determining compliance with this chapter, subject to the following conditions:

(1) The appeals process shall be available to every bidder/proposer who has been deemed noncompliant with this chapter, or who disputes the determination of applicability of this chapter to its business operation which will be involved in the proposed contract. A contract shall not be executed until there is resolution of the relevant appeal.

(2) Appeals shall be filed with the County Department of Labor within seven calendar days after the date of the notice of the County's written determination of noncompliance and reasons therefor, or written determination of the applicability of this chapter.



LAWS OF SUFFOLK COUNTY, NEW YORK, v64 Updated 3-25-2004**PART IV REGULATORY LOCAL LAWS (Chapters 201 -- 500)****Chapter 347, LIVING WAGE****§ 347-5. Noncompliance review and appeal.**

(3) The County Department of Labor shall maintain records pertaining to all complaints, hearings, determinations and findings, waivers requested and granted, and shall submit a regular report on compliance with this chapter no less than annually to the County Legislature. Special reports and recommendations on significant issues of interest to the Legislature shall be submitted as deemed appropriate by the County Department of Labor or as directed or requested by the Suffolk County Legislature.

C. living wage Advisory Committee.

(1) A living wage Advisory Committee (Committee) is hereby created to review the effectiveness of this chapter at creating and retaining living wage jobs in Suffolk County.

(2) The Committee shall be comprised of seven members as follows:

(a) Two members of the Suffolk County Legislature, one to be appointed by the majority leader, and one to be appointed by the minority leader of the County Legislature.

(b) Two labor union members to be selected by labor union affiliates of the Long Island Federation of Labor, AFL-CIO.

(c) Three members to be appointed by the County Executive, including two representatives of covered employers, and one member from the community at large.

(3) Members of this Committee shall serve a three-year term.

(4) The Committee shall meet at least once a year and in special session as required. All meetings of the Committee shall be open to the public and shall allow for public testimony on the uses of County assistance generally, and on specific instances of assistance or proposed assistance as received or sought by individual enterprises.

§ 347-6. RFP, contract and financial assistance agreement language.

All RFP's, County contracts and financial assistance agreements subject to this chapter shall contain the following two paragraphs or substantially equivalent language:

A. "This contract is subject to the living wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, or a waiver is granted, 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 defined) of \$9 per hour with health benefits of at least \$1.25 per hour or otherwise \$10.25 per hour. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County living wage Law, of the County of Suffolk."

B. "Under the provisions of the living wage Law, the County shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies as set forth therein, for violations of this chapter."

§ 347-7. Obligations of covered employers. [Amended 8-6-2002 by L.L. No. 18-2002; 8-5-2003 by L.L. No. 24-2003 ~~EN~~, ~~EN~~]

A. All covered employers subject to the provisions of this chapter shall submit a completed sworn (under penalty of perjury) Certification of Compliance Subject to Audit form, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The completed declaration of compliance form shall be made a part of any executed contract or project agreement and shall be made available to the public upon request.



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PART IV REGULATORY LOCAL LAWS (Chapters 201 -- 500)

Chapter 347, LIVING WAGE

§ 347-7. Obligations of covered employers. [Amended 8-6-2002 by L.L. No. 18-2002; 8-5-2003 by L.L. No. 24-2003]

B. Covered employers shall require their subcontractors to comply with the provisions of this chapter for as long as the covered employer is in receipt of assistance and shall require tenants/leaseholders to comply with the provisions of this chapter for as long as they use and occupy a premises or lease equipment or property that is in receipt of assistance. Language indicating the subcontractor's or tenants/leaseholders agreement to comply shall be included in any contract or agreement between a covered employer and their contractors, subcontractors, tenants or leaseholders. A copy of such subcontracts or other such agreements shall be submitted to the County and made available to the public upon request.

C. Covered employers shall give written notification to each current and new covered employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter. The notification shall be posted prominently in communal areas at the work site. A copy of said notification shall be forwarded to the County and shall include the following:

(1) Minimum compensation and health benefits. The initial rates of \$9 an hour with health benefits, or \$10.25 without health benefits, will be adjusted each year no later than April 1, beginning in 2004, in proportion to the increase at the immediately preceding December 31 over the year-earlier level of the consumer price index, as published by the U.S. Department of Commerce, Bureau of Economic Analysis, applied to \$10.25. Proof of the provision of qualified health benefits shall be submitted to the County not later than 30 days after execution of the contract to qualify for the wage rate in § 347-3, beginning in 2004. Health benefits shall be provided to part-time covered employees as well as full-time covered employees.

(2) Notice that the covered employers are required to file a declaration of compliance form as part of the contract with the County and that the County will make said declarations available for public inspection and copying during its regular business hours.

D. Any beneficiary shall permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with this chapter, investigating employee complaints of noncompliance, and evaluating the operation and effects of this chapter, including the production for inspection and copying of its payroll records for any or all of its employees for the term of the contract or for five years, whichever period of compliance is applicable.

E. Covered employers shall inform covered employees making less than \$12 per hour of their possible right to the federal earned-income credit (EIC) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them of the EIC and forms required to secure advance EIC payments from the employer. These forms shall be provided to the eligible covered employees in English, Spanish, and other languages spoken by a significant number of the covered employees within 30 days of employment under the terms of this section, and as required by the Internal Revenue Code.

§ 347-8. Retaliation and discrimination barred.

Covered employers shall not discharge, reduce the compensation of or otherwise discriminate against any employee for making a complaint to the County, participating in any of its proceedings, using any civil remedies to enforce his or her rights or otherwise asserting his or her rights under this chapter. covered employers shall also be in compliance with federal law proscribing retaliation for union organizing.

§ 347-9. Monitoring, investigation and compliance.

A. The provisions of this chapter shall augment the County's normal and customary procedure for administering its contracts. The County shall administer the requirements of this chapter as follows: [Amended 8-6-2002 by L.L. No. 18-2002 EN]

- (1) The County Department of Labor shall develop rules and regulations necessary and appropriate to review contract documents to insure that relevant language and information are included in County RFP's, agreements and other pertinent documents.
- (2) The County Department of Labor shall develop rules and regulations necessary and appropriate for the monitoring of the operations of the contractors, subcontractors, and financial assistance recipients to insure compliance, including the review, investigation, and resolution of specific concerns or complaints about the employment practices of a Covered Employer relative to this chapter. In such cases, the County shall attempt to resolve the problem within 30 days.
- (3) Where a violation of any provision of this chapter has been determined, the contractor shall be given a written notice by the County per the rules and regulations promulgated by the County Department of Labor. If the violation continues and/or no resolution is imminent, the County shall pursue all available legal remedies, including but not limited to any or all of the following penalties and relief:
 - (a) Suspension and/or termination of the contract, subcontract, or financial assistance agreement, for cause;
 - (b) Payback of any or all of the contract or financial assistance awarded by the County of Suffolk;

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(c) Deem the covered employer ineligible for future County contracts and/or financial assistance until all penalties and restitution have been paid in full;

(d) A fine payable to the County of Suffolk in the sum of \$500 for each week for each covered employee found not to have been paid in accordance with this chapter;

(e) Wage restitution for each affected covered employee.

B. The Suffolk County Attorney shall promulgate procedures for legal enforcement of the requirements of this chapter.

§ 347-10. Covered employee complaint process. [Amended 8-6-2002 by L.L. No. 18-2002 ^{EN}]

A covered employee who alleges violation of any provision of this chapter may report such acts to the County and, at the covered employee's discretion, exhaust available employer internal remedies. The complaint to the County shall be handled as follows:

A. The covered employee shall submit to the County a completed complaint form and copies of all documents supporting the allegation.

B. The County shall notify the Awarding Agency and the Covered Employer of the complaint and seek resolution within five days from receipt of the complaint form. If resolution is not accomplished, the County shall initiate an investigation and seek legal remedies, if appropriate.

C. A covered employee claiming retaliation (such as termination, reduction in wages or benefits, or adverse changes in working conditions) for alleging noncompliance with this chapter may report the alleged retaliation in the same manner as the initial complaint.

§ 347-11. Applicability. [Amended 8-6-2002 by L.L. No. 18-2002 ^{EN}]

A. This chapter shall apply to all actions occurring on or after July 1, 2002, and shall apply to:

(1) A contract or subcontract entered into or renewed and after the applicability date of this chapter;

(2) Financial assistance awarded after the applicability date of this chapter;

(3) A contract amendment consummated after the applicability date of this chapter which itself meets the financial threshold requirement of this chapter; and

(4) Supplemental financial assistance provided for after the applicability date of this chapter which itself meets the requirements of this chapter.



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§ 347-11. Applicability. [Amended 8-6-2002 by L.L. No. 18-2002]

B. This chapter shall not apply to:

- (1) Employees working in a bona fide executive, administrative or professional capacity;
- (2) Employees earning annually at least \$16,650 with health benefits, or \$18,962.50 if health benefits are not provided; or
- (3) Persons with disabilities (earning or productive capacity is impaired by age, physical deformity, mental deficiency, or injury) working in employment programs where the employer holds a current subminimum wage certificate issued by the United States Department of Labor, or where such certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage.

§ 347-12. Duration of requirements.

A. Receipts of assistance in an amount greater than \$50,000 in any twelve-month period shall require compliance with this chapter for the life of the project and for as long as such assistance is being received by a beneficiary.

B. Assistance in the form of a service contract or subcontract of at least \$10,000, as defined in Subsection B of the definition of "assistance" in § 347-2 of this chapter shall require compliance with this chapter for the term of the contract or subcontract.

§ 347-13. Exemptions. [Amended 8-6-2002 by L.L. No. 18-2002 ^{EN}; 12-18-2002 by L.L. No. 2-2003^{EN}; 8-5-2003 by L.L. No. 24-2003^{EN, EN}]

A. Grounds for granting exemptions.

- (1) General exemption. Exemptions may be granted by the County Department of Labor where application of this chapter to a particular form of assistance is found by the County to violate specific state or federal statutory, regulatory or constitutional provision or provisions.
- (2) Youth employment exemption. An exemption to this chapter may be granted where a beneficiary is an organization that regularly employs individuals under the age of 21 in a summer youth or school-to-work program. The exemption shall only apply to such employees.
- (3) Not-for-profit and for-profit corporations. An exemption to this chapter may be granted for a maximum period of one year after the enactment of this chapter to any not-for-profit organization which is exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986 and to any for-profit corporation and which performs services for the County or its departments for the benefit of the people of Suffolk County, provided:
 - (a) The Chief Executive Officer of such organization or corporation provides proof to the County of Suffolk that the highest paid employee of the organization or corporation earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the organization or corporation; or

(b) An applicant for an exemption demonstrates that the fulfilling of the requirement of this chapter will present a hardship in that the fulfilling of the requirement of this chapter will directly increase the expected total annual budget of the applicant in an amount greater than 10% of the prior year's adopted budget.

(c) An applicant for an exemption pursuant to Subsection A(3) of this section shall submit in writing to the Suffolk County Department of Labor an application for an exemption containing the following information:



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§ 347-13. Exemptions. [Amended 8-6-2002 by L.L. No. 18-2002]

- [1] The anticipated total annual budget of the applicant should the exemption be granted;
 - [2] The annual cost of the application of this chapter to the applicant;
 - [3] The percentage increase of the anticipated total annual budget of the applicant if the application for an exemption is denied; and
 - [4] The number of employees that would be affected by the application of this chapter to the applicant.
- (d) The applicant agrees to submit all books and records to the Suffolk County Department of Labor, upon request, for examination and documentation of the basis for the request for such an exemption.
- (4) Not-for-profit seasonal employees. A not-for-profit corporation that employs seasonal employees may be granted a permanent exemption from this chapter with respect only to those seasonal employees. Proof that employees are seasonal employees as defined in this chapter, and therefore eligible for an exemption, must be provided to the County before an exemption can be granted.
- (5) An applicant for exemption for contracts awarded through competitive bidding or a request for proposal process shall request such exemption by completing a Request for Exemption - Living Wage form contained in each bid or request for proposal solicitation issued by the County of Suffolk.
- (a) Applicants who are requesting an exemption to this section may submit more than one proposal or bid; i.e., one based on an approved exemption and one based on a disapproved exemption.
 - (b) The application requesting such exemption shall contain the following information:
 - [1] The anticipated total annual budget of the applicant should the exemption be granted;
 - [2] The annual cost of the application of this chapter to the applicant;
 - [3] The percentage increase of the anticipated total annual budget of the applicant if the application for an exemption is denied; and
 - [4] The number of employees that would be affected by the application of this chapter to the applicant.
- B. Contents of exemption requests. All general exemption requests shall include the following:
- (1) The nature of assistance to which this chapter applies;



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- (2) The specific or official name of the assistance and assistance program, the statutory or regulatory authority for the granting of the assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory or constitutional provision or provisions that make compliance with the chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this chapter would violate the cited provision or provisions, and the legal consequences that would attach if this violation were to occur.

C. Temporary exemption. This law shall not apply to child-care agencies until October 1, 2003.

§ 347-14. Implementing regulations.

The County Department of Labor is hereby authorized and empowered to issue and promulgate such rules and regulations as shall be necessary and appropriate to implement this chapter.

§ 347-15. County transitional financial assistance. [Added 12-18-2002 by L.L. No. 2-2003 ^{EN}]

Child-care providers shall be eligible for upfront financial assistance from the Suffolk County Living Wage Contingency Fund, or any successor fund thereto, in order to meet increased payroll expenses upon filing a pertinent request with the County Department of Audit and Control in such form as shall be prescribed by said Department of Audit and Control. The County Department of Audit and Control shall require periodic documentation to verify the proper use of these moneys and shall conduct an annual audit until such time as the Contingency Fund, or any successor fund thereto, has been fully exhausted and the County is no longer providing financial assistance to implement this chapter.

Chapter 348, LOBBYISTS

[HISTORY: Adopted by the Suffolk County Legislature 10-25-1988 as L.L. No. 37-1988.^{EN} Amendments noted where applicable.]

§ 348-1. Legislative intent.

- A. This Legislature hereby finds and determines that lobbyists who appear before agencies, departments, commissions and boards of the County of Suffolk often exercise an influence disproportionate to the actual interests they represent within the Suffolk County community.
- B. Therefore, the purpose of this chapter is to require registration and monitoring of lobbyists who appear before Suffolk County government so as to make certain that the integrity of the decisionmaking process in county government is preserved and protected against actual improprieties or perceptions of improper activity.

VI

Suffolk County Child Sexual Abuse Reporting Policy

§ 577-16. **Policy established.**

The County of Suffolk hereby establishes a formal child sexual abuse reporting policy as follows:

- A. Each County Department that has a contract or agreement with any individual, partnership, corporation, joint venture, business organization, or other entity which receives payments from the County of Suffolk, either directly or as a conduit for payment from another level of government, shall notify such individual, partnership, corporation, joint venture, business organization, or other entity that Suffolk County requires full compliance with the reporting and disclosure provisions of Subsection C of this section, as a condition precedent to receipt of such payment and continuing receipt of such payment, in those instances in which an allegation has been made of sexual abuse of a minor by any employee or member of such contract vendor, including any member of the clergy, involving any of the following sex offenses:
- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
 - (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
 - (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
 - (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
 - (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
 - (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
 - (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
 - (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
 - (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
 - (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
 - (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
 - (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
 - (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
 - (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
 - (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
 - (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
 - (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
 - (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
 - (19) Female genital mutilation, Section 130.85 (less than 18 years old, nonmedical procedure) of the New York Penal Law;
 - (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law.
- B. Definitions. For the purposes of this article, the following terms shall have the meanings indicated:

CLERGY -- A duly authorized bishop, pastor, rector, priest, rabbi, minister, imam, nun, or a person having authority from, or in accordance with, the rules and regulations of the governing ecclesiastical body of the denomination or order, if any, to which the church belongs, or otherwise from the church, synagogue, or mosque to preside over and direct the spiritual affairs of the church, synagogue, or mosque, as the case may be.

MINOR -- Anyone under the age of 18 years of age;

C. All supervisory, administrative, or management employees of any individual, partnership, corporation, joint venture, business organization, or other entity receiving payment from the County of Suffolk, either directly or as a conduit for payment from another level of government, under agreement or contract with the County of Suffolk, shall report or cause a report to be made to 911 or the pertinent village, town, or county Police Department when he/she, or it has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another person or clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse under any of the following sex offenses, said reporting to occur within 24 hours after forming the reasonable cause or first learning of the allegations: [Amended 8-28-2002 by Res. No. 819-2002]

- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
- (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
- (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
- (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
- (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
- (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
- (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
- (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
- (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
- (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
- (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
- (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
- (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
- (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
- (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, § 130.85 (less than 18 years old non-medical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law;

- D. Whenever a clergy person is required to report under this article, in his or her capacity as a member of the clergy, he or she shall immediately notify the person in charge of such church, synagogue, or mosque, or his or her designated agent, who shall then also become responsible to report or cause reports to be made to 911 or the pertinent village, town, or county Police Department when he or she has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse. [Amended 8-28-2002 by Res. No. 819-2002]
- E. No information derived from a confession or confidential communication to a clergyman shall be disclosed pursuant to the requirements of this article if the confession or confidence is made to the clergyman in his or her professional capacity as a spiritual advisor, unless the person so confessing or confiding waives this privilege.
- F. All contract vendors covered by this article shall inform all of their employees in writing as to the disclosure requirements of this article and shall also inform them that each of them must report any allegations of child abuse covered in paragraph (A) of the 1st RESOLVED clause of this article to supervisory, management, or designated administrative personnel of the employer.

§ 577-17. Failure to comply; penalties for offenses.

Failure to comply with the terms and conditions of this article shall result in the following:

- A. First violation: the contract vendor shall be issued a warning and all supervisory, administrative, and management employees of such contract vendor shall be required to attend a child sexual abuse prevention/education workshop provided by a contract agency approved by the County of Suffolk via duly enacted resolution, which workshop shall include specific skills for adults to help prevent childhood sexual abuse; skills that adults can teach children to help protect themselves from childhood sexual abuse; skills for detecting the signs of childhood sexual abuse; and how to report allegations of childhood sexual abuse. The cost of this training shall be paid for by the contract vendor. In addition, the contract vendor shall submit a corrective plan of action to the Suffolk County Office of Labor Relations.
- B. Second violation within a three-year period subsequent to a first violation: the contract vendor shall be subject to a fine of 10% percent of the contracts that the pertinent violating individual supervisor, manager, or administrator oversees, not to exceed \$50,000. In addition, the contract vendor shall be put on probation for three years. An annual review shall be conducted by the Suffolk County Department of Audit and Control.
- C. Third violation within a three-year period subsequent to a first violation: the termination of the agreements with such individual, partnership, corporation, joint venture, business organization, or other entity overseen by the pertinent violating individual supervisor, manager, or administrator and the withholding of all payments to said individual, partnership, corporation, joint venture, business organization, or other entity for such agreements regardless of whether such payments are for past or future goods or services. The contract vendor shall not be eligible for funding from the County for three years from the date of such termination.

§ 577-18. Authority to issue rules and regulations.

The Suffolk County Department of Law is hereby authorized, empowered, and directed to issue and promulgate such rules and regulations as shall be deemed necessary and appropriate to implement the provisions of this article.

VI

Suffolk County Inconsistent Provisions and Indemnification Policy

Inconsistent Provisions

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other exhibit and over any other document not specifically referred to in this Agreement or made part hereof by this Agreement or by a subsequent addendum or amendment to this Agreement in writing and signed by both parties, except to the extent that such provisions of this Exhibit A are specifically referred to and amended or superseded by such exhibit, addendum or amendment.

Indemnification

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

